Exhibit A

# CERTIFIED COPY

I, Scott Miller, an attorney for AIG Property Casualty Company, do hereby certify that to the best of my knowledge, information and belief, that the attached copy of Massachusetts Homeowners Policy issued to William H. Cosby and Camille Cosby, c/o Momentous Insurance and numbered PCG 0006004261 effective from 01/01/2014 to 01/01/2015 is a true copy.

AIG PROPERTY CASUALTY COMPANY

Scott Miller

STATE OF DELAWARE COUNTY OF

On this day of June, 2015 before me, a Notary Public in and for the said State, personally appeared Scott Miller, known to me personally to be an attorney for the AIG Property Casualty Company, and acknowledged that he signed the foregoing instrument as the voluntary act and deed of said Corporation.

Witness my hand and seal on the day and year first mentioned.

Notary Public Commission Expires:

DARLENA M. HOLTZMAN

NOTARY PUBLIC - STATE OF DELAWARE

NEW CASTLE COUNTY

MY COMMISSION EXPIRES ON

May 06, 2016

reilina 411. Holtzman



# Dear Policyholder:

Thank you for insuring your home with AIG Private Client Group. We realize you have a choice of carriers and we appreciate your business.

We strive to bring you the broadest coverage available. That's why we are excited to inform you that we can now offer superior protection for your vehicles.

Our **Automobile** insurance can cover vehicles of all types — everyday automobiles, antique and collector cars, motorcycles, motor homes, all-terrain vehicles, golf carts and more — on one policy. A few of the coverage highlights include:

Agreed value. At the onset of your policy, we work with you to determine the value of your vehicle(s). If a total loss occurs, you'll receive that agreed-upon amount, regardless of market depreciation. <sup>1</sup>

New vehicle replacement. If a new vehicle  $^2$  is "totaled" within three years of its purchase, you can opt to receive the agreed value; replace it with a vehicle of the same year, make and model; or receive a *new* vehicle of the same make and like model — including hybrids or alternate fuel editions.

Limited worldwide coverage. Most auto insurance policies restrict coverage to the U.S. and its territories. With us, you're protected no matter where your travels take you.

Transportation expense. There's no per-day limit for the cost to rent a vehicle while yours is being repaired. You can rent a car of comparable value as well.

Personal property. If personal property is either damaged during an accident or stolen from your vehicle, you can replace it with an item of like kind and quality without having to pay a deductible.

Pet coverage. If the family dog or cat is injured during an accident, you can be reimbursed for related expenses.

Comprehensive homeowners and auto insurance are just two of the many advantages available to you. Please ask your insurance broker about our full portfolio of insurance products, including personal excess liability, private collections, yacht and more.

- 1. Depreciation is applied to regular use vehicles at renewal. However, depreciation is not applied to collector vehicles at renewal.
- 2. Not previously titled

Private Client Group is a division of the personal lines property and casualty insurance subsidiaries of American International Group, Inc. (AIG). This letter is a summary only. It does not include all terms and conditions and exclusions of the policies described. All references in this document to claim settlement information are based on the loss being covered by the policy and are subject to change without prior notice. Please refer to the actual policies for complete details of coverage and exclusions. Coverage may not be available in all jurisdictions and is subject to underwriting review and approval.



AIG Property Casualty Company (Name of issuing company)

Renewal

Effective: 01/01/2014

# Massachusetts Homeowners Declarations Page

Your Declarations Page shows at a glance the coverage you have and your premium. Your Declarations Page is part of your policy. Please read your policy carefully, including your Declarations Page and any attached Endorsements, for a description of your coverage.

Policy Number:

PCG 0006004261

Policy Period: 01/01/2014 - 01/01/2015
At 12:01 A.M. standard time at your mailing address shown below

Name of Insured and Mailing Address:

William H. Cosby Camille Cosby c/o Momentous Insurance 5990 Sepulveda Blvd. #550 Van Nuys, CA 91411 Agency Name, Address, Phone # & Code: Momentous Insurance Brokerage 5990 Sepulveda Blvd.

Suite #550 Van Nuys, CA 91411

(818) 933-2700

0051601

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE.

The kind of losses that are covered and any special limits or deductibles that apply, are explained in detail in your Policy.

Summary of Coverage by Location:

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$5,146,105
Other Permanent Structures	Guaranteed Rebuilding Cost	\$4,417,447
Contents	Replacement Cost	\$1,286,526
Loss of Use		Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), PCG-MAN (01/05), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-ADIN (8/00), PCHO-EB-PLUS (3/08), PCHO-FLD (09/06), PCHO-FRDSG (9/06), PCHO-HSTEX (9/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06), PCHO-LFSRNOT-MA (07/10), PCG-MAAUTO (11/08)

Location Extension Schedule Premium:

Total Premium:





AIG Property Casualty Company (Name of issuing company)

# **Homeowners Location Extension Schedule Page**

Summary of Coverage by Location for Policy: PCG 0006004261

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$3,084,516
Other Permanent Structures	Guaranteed Rebuilding Cost	\$616,903
Contents	Replacement Cost	\$771,129
Loss of Use		Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB (9/06), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06)

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT	
Dwelling			
	Guaranteed Rebuilding Cost	\$2,267,487	
Other Permanent Structures	Guaranteed Rebuilding Cost	\$453,498	
Contents	Replacement Cost	\$566,872	
Loss of Use		Unlimited	
Liability		\$1,000,000	
Medical Payments		\$10,000	

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB (9/06), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06)



AIG Property Casualty Company

(Name of issuing company)

# **Homeowners Location Extension Schedule Page**

Summary of Coverage by Location for Policy: PCG 0006004261

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$1,096,368
Other Permanent Structures	Guaranteed Rebuilding Cost	\$219,274
Contents	Replacement Cost	\$274,091
Loss of Use		Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB-PLUS (3/08), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06), PCHO-LFSRNOT-MA (07/10), PCG-MAAUTO (11/08)

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$198,061
Other Permanent Structures	Guaranteed Rebuilding Cost	\$39,605
Contents	Replacement Cost	\$49,506
Loss of Use	•	Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB-PLUS (3/08), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06), PCHO-LFSRNOT-MA (07/10), PCG-MAAUTO (11/08)

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AIG Property Casualty Company

(Name of issuing company)

# **Homeowners Location Extension Schedule Page**

Summary of Coverage by Location for Policy: PCG 0006004261

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$789,489
Other Permanent Structures	Guaranteed Rebuilding Cost	\$146,095
Contents	Replacement Cost	\$197,373
Loss of Use	·	Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium:

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB-PLUS (3/08), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06), PCHO-LFSRNOT-MA (07/10), PCG-MAAUTO (11/08)

COVERAGE	PAYMENT BASIS	COVERAGE LIMIT
Dwelling	Guaranteed Rebuilding Cost	\$2,138,198
Other Permanent Structures	Guaranteed Rebuilding Cost	\$54,141
Contents	Replacement Cost	\$534,550
Loss of Use	·	Unlimited
Liability		\$1,000,000
Medical Payments		\$10,000

Deductible applied to this location: Standard (All Other Perils): \$50,000

Location Premium: 4

Forms and Endorsements Attached for Location: PCHO (9/06), 78052 (01/13), PCHO-TRE-MA (09/04), PCHO-EB (9/06), PCHO-FLD (09/06), PCHO-AEMA (09/06), PCHO-IEFMA (09/06), PCHO-LFSRNOT-MA (07/10), PCG-MAAUTO (11/08)

COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000



AIG Property Casualty Company (Name of issuing company)

# **Homeowners Location Extension Schedule Page**

Summary of Coverage by Location for Policy: PCG 0006004261

OVERAGE	COVERAGE LIMIT
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OVERAGE	COVERAGE LIMIT
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OVERAGE	COVERAGE LIMIT
iability	\$1,000,000
Medical Payments	\$10,000
	COVERAGE LIMIT
OVERAGE	COVERAGE LIMIT
COVERAGE	\$1,000,000



AIG Property Casualty Company (Name of issuing company)

# **Homeowners Location Extension Schedule Page**

Summary of Coverage by Location for Policy: PCG 0006004261

COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000
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COVERAGE	COVERAGE LIMIT
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COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000
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COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$10,000
COVERAGE	COVERAGE LIMIT
Liability	\$1,000,000
Medical Payments	\$1,000,000



# **NOTICE**

To report a claim, please contact:

1-888-760-9195



# POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at <a href="www.aig.com/producercompensation">www.aig.com/producercompensation</a> or by calling AIG at 1-800-706-3102.

You may also get information concerning compensation paid to your broker or agent by contacting them directly.



# HOMEOWNERS COVERAGE

# QUICK REFERENCE

**Declarations Page** 

Your Name and Address
Transaction
Policy Period
Coverage Limits
Premium
Forms

Coverage is provided by the American International Group, Inc., member company named on the Declarations Page. Each is a stock company.

Policy Provisions	Beginning on Page
PART I - Definitions	1
PART II - Property	2
<ul><li>A. Insuring Agreement</li><li>B. Payment of a Loss</li><li>C. Additional Coverages</li><li>D. Exclusions</li></ul>	
PART III - Liability A. Insuring Agreement B. Payment of a Loss C. Defense Coverage and Claim Expense D. Additional Coverages E. Exclusions	9
PART IV - Conditions	11

The Contract together with the Declarations Page and Endorsements, if any, complete the policy.

# THIS POLICY IS NOT COMPLETED WITHOUT A DECLARATIONS PAGE

#### **HOMEOWNERS COVERAGE - POLICY PROVISIONS**

The insurance company named on your Declarations Page will provide the insurance described in this policy. You agree to pay the premium and comply with your responsibilities described in this policy.

Various provisions in this policy restrict or exclude coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with policy PART IV - CONDITIONS.

#### **PART I - DEFINITIONS**

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bolded when used.

In this policy, the words "you", "your" and "yours" refer to the person or persons named on the Declarations Page and his or her "spouse" who lives in the same household. The words "we", "us", "our" and "ours" mean the insurance company named on the Declarations Page.

As used herein, a Declarations Page includes any schedule that supplements it.

Also, in this policy the words:

Aircraft means any contrivance used or designed for flight, except model or hobby craft not used or designed to carry people or cargo.

Bodily Injury means bodily harm, including resulting sickness or disease, required care, loss of services or death.

Business means a part-time or full-time trade, occupation or profession, including farming or ranching, other than incidental business.

Contents means personal property owned by, or in the possession of, you or a family member.

For any residence listed on the Declarations Page that is a condominium or cooperative, or rental unit, contents includes additions, alterations, items of real property, installations or fixtures that you paid for or acquired at your expense along with the residence. The property must be your insurance responsibility under the governing rules of the Condominium or Cooperative Association.

Damages means the sum required to satisfy any claim covered by this policy, whether settled and agreed to in writing by us or resolved by judicial review.

Family Member means a person related to you by blood, marriage or adoption that lives in your household including a ward or foster child.

Fungi means any type or form of fungus, including but not limited to all forms of mold or mildew, and any mycotoxins, spores, scents, vapors, gas or substance, including any by-products, produced or released by fungi.

House means the owned one, two, three or four family dwelling at which you reside, intend to

reside, or any location named on the Declarations Page that is not a condominium or a cooperative.

Incidental Business means a business activity that does not produce gross revenues in excess of \$10,000 in any year, has no employees subject to workers' compensation or other similar disability laws, and conforms to federal, state and local laws. Incidental business includes the business of farming provided that it does not involve employment of others for more than 1,250 hours of farm work during the Policy Period, and does not produce more than \$25,000 in gross annual revenues from the raising or care of animals or agriculture. Incidental business includes residences listed on the Declarations Page that you own and rent to others.

#### Insured person means:

- a. You or a family member;
- b. An Additional Insured named in the policy;
- c. Any person given permission by you or a family member to use a vehicle or watercraft covered under this policy with respect to their legal responsibility arising out of its use; or
- d. A spouse. A spouse is a marriage partner. The term spouse also includes an individual registered under state law as a domestic partner of the insured person shown on the Declarations Page.

Landscaping means your trees, lawn, shrubs, and other plants, not including forestry or brush, on the grounds of your residence.

Medical Expenses means reasonable charges for medical, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance, and funeral services.

#### Occurrence means:

- A loss or an accident, to which this insurance applies, including continuous or repeated exposure to substantially the same general harmful conditions, which occurs during the Policy Period and results in personal injury or property damage; or
- An offense, to which this insurance applies, including a series of related offenses, committed during the Policy Period that results in personal injury or property damage.

Other Permanent Structures means outdoor structures you own that are situated on the grounds of

your residence.

Personal Injury means the following injuries, or resulting death:

- a. Bodily injury;
- Wrongful detention, false imprisonment or false arrest;
- c. Shock, emotional distress, mental injury;
- d. Invasion of privacy;
- e. Defamation, libel or slander;
- f. Malicious prosecution;
- g. Wrongful entry or eviction; or
- Assault and battery when committed with the intent of protecting persons.

Property Damage means physical injury to, destruction of, or loss of use of tangible property and the resulting loss of its use.

Reconstruction Cost means the lesser of the amount at the time of the loss required to:

- a. Restore or repair a structure; or
- Replace or rebuild a structure at the same location;

with materials of like kind and quality. Reconstruction cost does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.

#### Recreational Motor Vehicle means:

- A motorized land vehicle designed for use off public roads and not subject to motor vehicle registration or operator licensing;
- A motorized land vehicle in dead storage at your residence; or
- A motorized land vehicle used solely on and to service a location shown on the Declarations Page.

Residence means any of the following which is listed on the Declarations Page:

- a. Any house, other permanent structures and grounds that you own;
- b. Any condominium unit, cooperative, or apartment that you own or reside in; or
- c. Any other type of home you rent to live in.

# Residence Employee means:

- Your employee whose duties are related to the maintenance or use of the residence premises, including household or domestic services; or
- One who performs similar duties elsewhere not related to your business.

Watercraft means a boat or craft designed for use on, over or under water.

#### PART II - PROPERTY

# A. Insuring Agreement

This policy covers you against all risks of direct physical loss or damage to your house, contents and other permanent structures unless an exclusion applies.

## B. Payment of a Loss

1. Amount of Coverage for Your House and Other Permanent Structures

The amount of coverage for each house and for other permanent structures at each location shown on the Declarations Page is determined by the payment basis shown on the Declarations Page:

a. Guaranteed Rebuilding Cost Coverage

We will pay Guaranteed Rebuilding Cost when shown on the Declarations Page of this policy. Guaranteed Rebuilding Cost coverage means that for a covered loss we will pay the reconstruction cost of house other or permanent structures, for each occurrence, even if this amount is greater than the amount of coverage shown on the Declarations Page. However, you must begin to repair or rebuild your house or other permanent structures within two years from the date of loss at the same location. If not, the maximum payable is the coverage limit shown for that location on the Declarations Page.

# b. Replacement Cost Coverage

We will pay Replacement Cost when shown on the Declarations Page of this policy. Replacement Cost Coverage means that for a covered loss we will pay the reconstruction cost of your house or other permanent structures, up to the coverage limit shown for that location on your Declarations Page, for each occurrence. For a covered total loss we will pay the reconstruction cost up to the coverage limit shown for that location on your Declarations Page, for each occurrence, whether or not you actually rebuild your house or other permanent structures. The amount of coverage will be increased daily to reflect the current effect of inflation. At the time of a covered loss, your house and other permanent structures coverage will include any increase in the United States Consumer Price Index from the beginning of the Policy Period.

Your payment basis is subject to the following restriction. If at any time during the policy period, you are newly constructing your house or other permanent structures; constructing additions; or undergoing renovations equal to

or in excess of the lesser of 10% of the house coverage limit or \$500,000, and/or it results in your moving out of the house for any period of time, the payment basis for your house or other permanent structures is the reconstruction cost less depreciation. This limitation will not apply if we otherwise give our prior written consent.

We may change the amount of coverage shown on the Declarations Page when the policy renews or when appraisals are conducted to reflect current costs and values.

#### 2. Amount of Coverage For Your Contents

The coverage amount for your contents for each covered residence is listed on your Declarations Page. The amount we will pay for a covered loss will depend on where the covered loss occurs:

#### At a Residence;

- a. If a loss occurs to contents located at a residence with contents coverage:
  - Listed on the Declarations Page of this policy:

We will pay up to the coverage limit for contents for that location, for each occurrence; or

ii. Under another Homeowners policy in force with us:

We will not pay any amount under this policy.

b. If a loss occurs to contents located at a residence that does not have contents coverage or at a house, condominium, cooperative or rental unit owned or rented by the insured person not listed on the Declarations Page of this policy or any other policy issued by us or one of our affiliated companies:

We will pay up to 10% of the highest coverage limit for contents of any single location listed in this policy, for each occurrence. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

However, contents at a newly acquired residence are not subject to this limitation for sixty (60) days after you begin to move property there.

#### Away From a Residence;

c. If a loss occurs to contents located away from any residence or location you own or live at:

We will pay up to the highest coverage limit for contents for any single location listed in this policy, for each occurrence. Payment will be made based on the single location and will not be made under more than one policy issued by us or one of our affiliated companies.

The most we will pay for a covered loss is the lesser of the amount required to repair the damage or the full cost to replace the contents without deduction for depreciation, up to the coverage limit.

However, the most we will pay for a covered loss is the cost to repair or replace the contents less depreciation, up to the coverage limit, if the contents are obsolete or unusable for the purpose for which they were originally intended because of their age or condition.

If, after a covered loss to both house and contents, we pay more than the coverage limit for house coverage because of Guaranteed Rebuilding Cost, we will automatically increase the amount of contents coverage for that loss by the same percentage that we increased the amount of house coverage.

The amount of coverage for your contents will be increased daily to reflect the current effect of inflation. At the time of a covered loss, your contents coverage will include any increase in the United States Consumer Price Index from the beginning of the Policy Period.

#### 3. Deductible

The deductible shown on the Declarations Page is the amount of a covered loss you will pay for each occurrence.

Your deductible shown on the Declarations Page will be reduced by any other deductible in this policy unless the deductible is a special deductible such as hurricane, wind and hail, or named storm.

Construction deductible. If at any time during the Policy Period, you are newly constructing your house or other permanent structures; constructing additions; or undergoing renovations equal to or in excess of the lesser of 10% of the house coverage limit or \$500,000, and/or it results in your moving out of the house for any period of time, a 5% construction special deductible will apply to each occurrence in lieu of a base deductible. This deductible applies to your house, other permanent structures, contents, and additional coverages. The dollar amount of this deductible is based on the house coverage limit shown on the Declarations Page for that location at the time of the loss. This deductible does not eliminate any other special deductibles that may apply. If the deductible waiver for large losses endorsement was selected, that endorsement will not apply. The construction deductible will not apply to the loss if we otherwise give our prior written consent.

# 4. Pairs, Sets and Parts

For a covered loss to a pair or set, we will pay whichever is less:

a. The cost to replace the lost or damaged property;

\$2,500

\$5,000

- The cost to restore or repair the damaged property to its pre-loss condition;
- c. The difference between the market value of the pair or set before the loss and after the loss; or
- d. The amount of coverage.

However, we will pay you the full replacement cost of the entire pair or set if you agree to surrender the remaining article(s) of the pair or set to us.

#### 5. Special Limits of Liability

- a. The limit shown for each of the following categories is the maximum we will pay for a covered loss to that type of contents. These special limits do not increase the amount of coverage of your contents.
  - Money, bank notes, money orders, drafts, checks or gold, silver or platinum bullion or ingots

 Watercraft, including their outboard motors, equipment and furnishings

iii. Trailers \$5,000
iv. Grave markers and \$50,000
Mausoleums

- b. The limit shown for each of the following categories is the maximum we will pay for a covered loss to that type of contents unless they are stored in a bank vault or bank safe deposit box, in which case we will pay up to the total amount for contents coverage listed in the policy for each occurrence. These special limits do not increase the amount of coverage of your contents.
  - i. Stamps, Coins & Medals \$5,000
  - ii. Negotiable papers, securities, accounts, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, tickets
- c. We will pay up to the coverage limit for contents coverage listed in the policy for each occurrence for contents in the following categories unless they are lost, misplaced or stolen, in which case we will only pay up to the limit shown below. These special limits do not increase the amount of coverage of your contents.
  - i. Jewelry, watches, \$5,000

precious stones or semiprecious stones, whether set or unset

ii. Furs \$5,000iii. Guns \$5,000iv. Silverware, goldware, pewterware or trophies

- d. We will pay up to the total amount of contents coverage listed in the policy for each occurrence for contents in the following categories unless the loss is caused by breakage, in which case we will only pay up to the limit shown below. These special limits do not increase the amount of coverage of your contents.
  - i. Crystal, china, \$50,000 porcelains, figurines, statues, sculptures, mirrors, wine bottles, glassware and similar items.

# C. Additional Coverages

These coverages are offered in addition to the amount of coverage shown on the Declarations Page unless stated otherwise. Your deductible applies to these coverages unless stated otherwise. Exclusions are described in section D. Exclusions and limits of liability, are described in section B., 5. Special Limits of Liability apply to these coverages.

#### 1. Additional Living Expense

If a covered loss makes your residence uninhabitable, we cover any reasonable increase in living expenses incurred by you to maintain your household's usual standard of living. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to permanently locate elsewhere. If your residence is under construction and you are living in the residence at the time of loss, additional living expenses will cease once you are restored to the condition you were just prior to the loss. We will not pay any interests for loans or increased policy premiums associated with the rebuilding of your home. However, if prior to the loss you are not living in the residence or have moved out because of construction or renovations, then additional living expenses for this location will not apply.

We will also pay reasonable expenses associated with the kenneling of your domestic animals only.

#### 2. Assessments

We will pay up to \$100,000 per occurrence for your share of an assessment charged during the Policy Period against all the mem-

bers of a Homeowners, Condominium or Cooperative Association. The assessment must be as a result of a covered loss to property or as a result of liability that would be covered under this policy. We will not pay assessments charged for loss resulting from earthquake; however, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire or glass breakage unless another exclusion applies. We will not pay more than \$10,000 for any assessment that results from a deductible in your Association's insurance. The resultant assessment must be a result of a covered loss to property or as a result of liability that would be covered under this policy. We will not pay assessments charged for loss resulting from earthquake; however, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire or glass breakage unless another exclusion applies. Your deductible does not apply to this coverage.

#### 3. Fair Rental Value

If you are not able to rent out your residence, or a part of your residence, that you usually rent to others because of a loss covered by this policy, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence, or that part of your residence, to a habitable condition.

# 4. Forced Evacuation

If you are forced by civil authority to evacuate your residence as a direct result of a loss or a reasonable threat of a loss covered by this policy, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days. We also cover any loss in fair rental value for up to thirty (30) days if your residence is rented to others.

# 5. Landscaping

We will pay up to 5% of the coverage limit for the house or, if house coverage is not available, 5% of the coverage limit for the contents at the residence at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub or plant. Landscaping does not include forestry or brush.

We will pay only for losses caused by:

- a. Aircraft;
- b. Fire, lightning or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the residence; or

 Theft, attempted theft, vandalism or malicious mischief.

This additional coverage applies only if you repair or replace the damaged landscaping within 180 days of the date of loss.

#### 6. Land

In the event of a covered loss to your house or other permanent structures we will pay for required stabilization, excavation, or replacement of land under or around your house or other permanent structures. We will pay up to 10% of the amount of a covered loss to your house or other permanent structures for this coverage.

#### 7. Construction Materials

We cover materials and supplies owned by you at each location shown on the Declarations Page for use in the repair, alteration, or construction of your residence unless stated otherwise or an exclusion applies. These payments do not increase the amount of your coverage.

# 8. Precautionary Repairs

After a loss covered by this policy, we will pay the reasonable expenses you incur for necessary repairs to protect your residence against further loss. These payments do not increase the amount of your coverage.

#### 9. Debris Removal

We will pay the reasonable expenses to remove debris of a covered loss and the property that caused that covered loss. We will also pay up to a total of \$1000 to remove trees from the residence if felled by the peril of windstorm, hail, weight of ice or snow or sleet when there is no damage to covered property.

# 10. Lock Replacement

We will pay for the cost of replacing the locks in a residence listed on the Declarations Page if the keys to that residence are lost or stolen. Your deductible does not apply to this coverage.

# 11. Rebuilding to Code

We will pay the extra expenses to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by a covered loss.

#### 12. Mine Subsidence

We cover direct loss to your house and other permanent structures caused by lateral or vertical movement of a man-made underground mine or mine-related excavations.

# 13. Property Removal for Safekeeping

We will pay for any reasonable expenses incurred for the moving and storing of contents from a residence because the contents are in danger as a result of a covered loss.

#### 14. Data Replacement

We will reimburse you up to \$5,000 for expenses you incur as a result of a covered loss to replace lost personal data stored on a personal computer or portable computing device that you own or lease.

#### 15. Business Property

We will pay up to \$25,000 for a covered loss to business property you own or lease.

#### 16. Fire Department Charges

We will pay for the charges imposed by law or assumed by written agreement when a fire department answers a call to save or protect a residence listed on the Declarations Page. Your deductible does not apply to this coverage.

# 17. Back Up of Sewers and Drains

We will pay up to the coverage limits shown on the Declarations Page for physical loss or damage to property caused by:

- a. Water which backs up through sewers or drains on the residence premises. A sewer or drain is a pipe mechanically connected to the residence plumbing system, gutters or downspouts, or other drainage pipe located on the residence premises used to drain water and waste away from the residence. A backup is not due to the inability of a sewer or drain to handle the amount of rainwater, surface water or groundwater trying to enter the sewer or drain.
- b. Water which overflows from a sump pump pit if such overflow results from the mechanical breakdown of the sump pump. This additional coverage is intended to cover damage caused by water that overflows the sump pit due to mechanical breakdown of the sump pump, but not damage caused by surface or groundwater before it enters the sump pit. This coverage does not apply to direct physical loss or damage of the sump pump or related equipment, which is caused by mechanical breakdown.

These payments do not increase the amount of your coverage.

# 18. Property of Domestic Staff and Guests

We cover the personal property of your domestic staff and guests while it is on the premises of any residence listed on the Declarations Page. These payments do not increase the amount of your coverage.

# 19. Loss by Animals

We cover loss to your house, other permanent structures, and contents caused by domestic animals.

#### 20. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered by this policy. The \$5,000 limit is the most we will pay, regardless of the number of persons providing information. This coverage is additional insurance.

#### 21. Food Spoilage

We cover food spoilage due to a temperature change in a refrigerator or freezer caused by an interruption of the power supply, originating either on or off-premises, or due to the mechanical breakdown of refrigeration equipment at any residence you live at or own. Wine or spirits are not considered food. These payments do not increase your amount of coverage. This coverage is subject to a \$250 deductible.

# 22. Ensuing Fungi or Bacteria

We will pay up to \$10,000 in total for a loss caused by fungi or bacteria resulting from a covered loss, including:

- The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claimsmade. We will not make any additional payments for Ensuing Fungi or Bacteria under any other Additional Coverage.

These payments do not increase the amount of coverage.

#### 23. Loss Prevention Device

After a loss is covered by this policy, we will pay for the reasonable costs you incur up to \$2,500 for the installation of an approved

loss prevention device to protect your residence against the same loss in the future. Approved loss prevention devices include fire alarms systems, fire suppression systems, security systems, sump pumps, automatic water shut-off devices, lightning suppression systems, back-up power systems and hail resistant roofing materials. These payments do not increase the amount of coverage.

This additional coverage only applies if the loss exceeds the location deductible.

#### D. Exclusions

The following exclusions apply to PART II - PROPERTY section of your policy:

#### 1. Pollution or Contamination

We do not cover any loss, directly or indirectly, and regardless of any cause or event contributing concurrently or in any sequence to the loss, caused by the discharge, dispersal, seepage, migration or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water. A "pollutant" is any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and "waste". A "contaminant" is an impurity resulting from the mixture of or contact with a foreign substance. "Waste" includes materials to be disposed of, recycled, reconditioned or reclaimed.

#### 2. Gradual or Sudden Loss

We do not cover any loss caused by gradual deterioration, wet or dry rot, warping, smog, rust, or other corrosion. In addition, we do not cover any loss caused by inherent vice, wear and tear, mechanical breakdown or latent defect. However, we do insure ensuing covered loss unless another exclusion applies.

# 3. Fungi or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of fungi or bacteria including the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of fungi or bacteria.

This exclusion does not apply to:

- a. Coverage provided under PART II -PROPERTY. Additional Coverage. Ensuing Fungi or Bacteria; or
- Ensuing covered loss unless another exclusion applies.
- Loss by Rodents, Insects, Birds or Vermin We do not cover any loss caused by

rodents, insects, birds or vermin except loss to glass that is part of a building, storm door or window. However, we do insure ensuing covered loss unless another exclusion applies.

#### 5. Structural Movement

We do not cover any loss caused by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs. However, we do insure ensuing covered loss unless another exclusion applies.

# 6. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- Contents away from any residence or location you own or live at; or
- b. Ensuing covered loss unless another exclusion applies.

# 7. Water or Ice Damage to Certain Other Permanent Structures

We do not cover loss to certain other permanent structures caused by freezing, thawing, or the pressure or weight of water or ice, whether driven by wind or not. However, we do insure ensuing covered loss unless another exclusion applies. The other permanent structures to which this exclusion applies are swimming pools, fences, tennis courts, hot tubs, patios, pavements, foundations, septic systems, retaining walls, wharves, docks, piers, bridges or bulkheads.

#### 8. Faulty, Inadequate or Defective Planning

We do not cover any loss caused by faulty, inadequate or defective:

- a. Planning, zoning, development, surveying, siting;
- Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- Materials used in repair, construction, renovation or remodeling; or
- d. Maintenance:

of part or all of any property whether on or off the residence.

However, we do insure ensuing covered loss unless another exclusion applies.

#### 9. Earthquake

We do not cover any loss to your house or other permanent structures caused by earth-quake. However, we do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies.

#### 10. Earth Movement

We do not cover any loss to your house or other permanent structures caused by earth movement including volcanic eruptions, landslides, mudflows, and the sinking, rising, or shifting of land. We do insure ensuing covered loss due to theft, fire, glass breakage or explosion unless another exclusion applies.

#### 11. Business Property

We do not cover any loss to business property. This exclusion does not apply to coverage provided under PART II - PROPERTY, Additional Coverage, Business Property.

#### 12. Motorized Land Vehicles

We do not cover any loss to motorized land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle. However, we do cover vehicles not subject to motor vehicle registration which are:

- Used to service any residence you own or live at;
- b. Designed to assist the handicapped; or
- Designed for recreational use off public roads.

#### 13. Renovations and Repairs

We do not cover loss caused by renovating, refinishing or repairing any kind of contents. This exclusion does not apply to jewelry, watches, and furs.

#### 14. Watercraft Accidents

We do not cover any loss caused by the stranding, swamping or sinking of a watercraft or its trailer, or outboard motor.

We also do not cover any loss caused by collision of a watercraft other than collision with a land vehicle unless another exclusion applies.

# 15. Tenant Property

We do not cover any loss to property of roomers, boarders, or other tenants .

#### 16. Temperature or Dampness

We do not cover any loss caused by extremes of temperature, dampness or dryness of atmosphere, or water vapor to your house, other permanent structures or contents.

This exclusion does not apply to:

- a. Loss caused directly by rain, sleet, snow or hail; or
- b. Coverage provided under PART II -PROPERTY, Additional Coverage, Food Spoilage.

#### 17. Aircraft

We do not cover any loss to aircraft or aircraft parts.

#### 18. Confiscation

We do not cover any loss caused by the destruction, confiscation or seizure by any government or public authority.

# 19. Acts of War

We do not cover any direct loss or ensuing loss to property caused by any kind of warlike action. War includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

#### 20. Loss to Fish, Birds or Animals

We do not cover any loss to fish, birds or animals.

#### 21. Intentional Acts

We do not cover any loss caused by any act, whose consequences could have been foreseen by a reasonable person, committed:

- a. By or at the direction of you, your spouse or a family member; and
- b. With the intent to cause loss or damage .

#### 22. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by, or at the direction of, you or any family member.

#### 23. Nuclear Hazard

We do not cover any loss caused directly or indirectly by "nuclear hazard". Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, ensuing covered loss due to fire resulting from a nuclear hazard is covered unless another exclusion applies.

# 24. Back Up of Sewers or Drains

We do not cover any loss due to a back up or overflow of a sewer or drain including any loss that contributes to any event. This exclusion does not apply to coverage provided under PART II - PROPERTY, Additional Coverage, Back Up of Sewers and Drains.

#### 25. Contents Under Another Policy

We do not cover any loss to contents that

are insured under a private collections policy, valuable articles or similar policy not issued by us or one of our affiliated companies.

#### 26. Uninsured Owned Location

We do not cover any loss caused directly or indirectly by wind to contents located at an owned house, condominium or cooperative that does not have contents coverage listed on the Declarations Page of this policy or any other policy issued by us or one of our affiliated companies.

Contents at a newly acquired location are not subject to this exclusion for sixty (60) days after you begin to move contents there.

#### PART III - LIABILITY

# A. Insuring Agreement

We will pay damages an insured person is legally obligated to pay for personal injury or property damage caused by an occurrence covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

#### B. Payment of a Loss

The most we will pay for all claims for personal injury and property damage as a result of any one occurrence is the Liability coverage limit shown on the Declarations Page of this policy. This insurance applies separately to each insured person against whom a claim is made or suit is brought, but we will not pay more than the limit shown on the Declarations Page for any single occurrence regardless of the number of insured persons, claims made or persons injured. There is no restriction to the number of occurrences during the Policy Period for which claims may be made.

Payments under provision C., Defense Coverage and Claim Expense, except a settlement payment, are in addition to the Liability coverage limit in the policy shown on the Declarations Page.

# C. Defense Coverage and Claim Expense

We will pay the costs to defend an insured person against any suit seeking covered damages for personal injury or property damage, even if the suit is false, fraudulent or groundless. You may choose counsel from a panel of firms selected by us. If a panel counsel is not established in the jurisdiction where the suit is brought, we reserve the right to select counsel.

We may investigate and settle any claim or suit at our discretion.

Additionally, we will pay:

- All court costs and expenses on judgments assessed against any insured person;
- 2. Reasonable expenses incurred by an insured

person at our request up to a total of \$10,000 for assisting us in the investigation or defense of a claim or suit;

- The cost of bail bonds required of an insured person because of a covered loss;
- All premiums on bonds required in a suit we defend, but not for bond amounts more than the coverage amount (we need not apply for or furnish any bond);
- 5. All expenses incurred by us;
- Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the amount of coverage; and
- 7. All prejudgment interest awarded against an insured person on that part of the judgment we pay or offer to pay. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the amount of coverage.

In jurisdictions where we are prevented from defending an insured person for a covered loss because of laws or other reasons, we will pay any expenses incurred with our prior written consent for the insured person's defense.

Our duty to defend any claim or suit arising out of a single occurrence ends when the amount we have paid in damages for that occurrence equals the Liability coverage limit shown on the Declarations Page of this policy.

# D. Additional Coverages

1. Damaged Property

If an insured person destroys or damages other people's property we will pay the replacement cost for that property up to \$10,000 per occurrence.

- Credit Cards, Forgery, and Counterfeiting We will pay up to a total of \$10,000 for:
  - Any amount an insured person is legally obligated to pay resulting from:
    - Theft or loss of a bankcard or credit card issued in the name of you or a family member; or
    - Loss caused by forgery or alteration of any check or negotiable instrument.

A loss will not be covered unless all the terms for using the card, check or negotiable instrument, are complied with.

b. Loss caused by accepting in good faith any counterfeit paper currency.

At our option we may defend a claim or suit against you or a family member for forgery or counterfeiting. We will defend a claim or suit against you or a family member for loss or theft of a bankcard or credit card.

3. Medical Payments to Others

Regardless of liability, we will pay the nec-

essary medical expenses that are incurred or medically ascertained within three (3) years from the date of an accident causing bodily injury up to a total of \$10,000 for each person. This coverage does not apply to you or a family member and only applies to an accident that:

- Occurs to a person, at a residence with liability coverage listed on the Declarations Page, with permission from you or a family member to be there;
- Arises from a condition at a residence, or at the steps, driveways or sidewalks immediately adjoining a residence, listed on the Declarations Page with liability coverage;
- c. Is caused by an animal owned by or in the care of an insured person; or
- d. Is caused by an insured person or a residence employee in the course of his or her employment by an insured person.
- 4. Limited Residence Premises Business Liability

We cover personal injury or property damage arising out of the physical condition of a residence shown on the Declarations Page when business or professional activities are legally conducted by any insured person at that residence. The most we will pay for any covered loss is the Liability coverage limit shown on the Declarations Page. Coverage is subject to the following:

- You do not have any employees conducting business activities at your residence who are subject to workers' compensation or other similar disability laws;
- You are not a home day care provider; and
- There is no other valid collectible insurance.

#### E. Exclusions

This policy does not provide coverage for liability, defense costs or any other cost or expense for:

# 1. Motorized Land Vehicles

Personal injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motorized land vehicle. This exclusion does not apply to recreational motor vehicles except when they are used for participation in or practice for competitive racing.

#### 2. Aircraft

Personal injury or property damage arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft.

#### 3. Watercraft

Personal injury or property damage arising

out of the ownership, maintenance, use, operation, loading or unloading of any water-craft:

- a. That is twenty-six (26) feet or more in length or fifty (50) or more horsepower and which is owned by an insured person or furnished or rented to an insured person for longer than thirty (30) days;
- b. Used for any business or commercial purpose; or
- c. Used for participation in or practice for competitive racing (except sailboats less than twenty-six (26) feet in length).
- 4. Workers' Compensation or Disability

Any damages or benefits an insured person is legally obligated to provide under any workers' compensation, disability benefits, Jones Act or General Maritime Law, unemployment compensation, occupational disease or similar law. However, we do provide coverages in excess over any other insurance for damages a covered person is legally obligated to pay for bodily injury to a residence employee of a location listed on the Declarations Page which are not compensable under workers compensation, unless another exclusion applies.

#### 5. Directors Errors or Omissions

Personal injury or property damage arising out of any insured person's acts, errors or omissions as an officer or member of the board of directors of any corporation or organization. This exclusion does not apply to personal injury or property damage arising out of an insured person's actions for a non-profit corporation or organization or for a Condominium or Cooperative Association unless another exclusion applies.

# 6. Care, Custody or Control

Property Damage to property owned by, rented to, occupied or used by, or in the care, custody or control of an insured person to the extent that the insured person is required by contract to provide insurance. This exclusion does not apply to property damage caused by fire, smoke, or explosion.

# 7. Insured Person

Personal injury to an insured person under this policy.

#### 8. Discrimination

Personal injury arising out of actual, alleged or threatened discrimination or harassment due to age, race, national origin, color, sex, creed, handicapped status, sexual preference or any other discrimination.

#### 9. Sexual Molestation or Corporal Punishment

Personal injury arising out of any actual, alleged or threatened by any person:

a. Sexual molestation, misconduct or

harassment;

- b. Corporal punishment; or
- c. Sexual, physical or mental abuse.

# 10. Transmitted Diseases

Personal injury resulting directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by an insured person to anyone. We do not cover any damages for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

#### 11. Business Pursuits

Personal injury or property damage arising out of an insured person's business property or business pursuits, investment activity or any activity intended to realize a profit for either an insured person or others. However, this exclusion does not apply to:

- a. Volunteer work for an organized charitable, religious or community group;
- b. Incidental business activity; or
- Limited Residence Premises Business Liability Coverage.

#### 12. Professional Services

Personal injury or property damage arising out of an insured person's performing or failure to perform professional services for which any insured person is legally responsible or licensed.

# 13. War

Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of the following:

- Undeclared war, civil war, insurrection, rebellion, or revolution;
- Warlike acts by a military force or military personnel; or
- The destruction, seizure or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

#### 14. Assessments

Any assessment charged against an insured person as a member of an association, corporation or community of property owners.

#### 15. Contractual

Personal injury or property damage arising from contracts or agreements, whether written or unwritten:

- a. Made in connection with any insured person's business; or
- b. In which the liability of others is assumed after a covered loss.

# 16. Nuclear Hazard

Personal injury or property damage caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination.

#### 17. Intentional Acts

Personal injury or property damage resulting from any criminal, willful, intentional or malicious act or omission by any person. We also will not cover claims for acts or omissions of any person which are intended to result in, or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended. This exclusion does not apply to bodily injury if the insured person acted with reasonable force to protect any person or property.

#### 18. Wrongful Termination

Personal injury arising out of wrongful termination of employment.

#### 19. Controlled Substance(s)

Personal injury or property damage arising out of the use, sale, manufacture, delivery or transfer or possession of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. This exclusion does not apply to the legitimate use of prescription drugs of a person following the orders of a licensed physician.

# **PART IV - CONDITIONS**

#### A. Your Duties

- Your duty is to notify your agent or broker of a change in occupancy.
- Your duty is to notify your agent or broker at the beginning of any renovation or construction work and throughout the work to maintain an appropriate amount of coverage and confirm that appropriate protective safeguards are in place as determined by us.

# B. Your Duties After a Loss

In the event of an occurrence which is likely to involve this policy, or if you or any other insured person under this policy is sued in connection with an occurrence which may be covered under this policy, you or an insured person must:

- Give prompt notice to us or your agent or broker.
- 2. Notify the police in case of loss by theft.
- Notify the credit card or fund transfer card company in case of loss under credit card or fund transfer card coverage.
- Protect the property from further damage. If repairs to the property are required, you must:

- Make reasonable and necessary repairs to protect the property; and
- Keep an accurate record of all repair expenses.
- Provide us with bills, receipts and related documents.
- 6. As often as we reasonably require:
  - a. Show the damaged property;
  - Provide us with records and documents we request; and
  - Submit to separate examination under oath.
- 7. Send to us within sixty (60) days of our request, your signed sworn proof of loss which sets forth, to the best of your knowledge:
  - a. The time and cause of loss;
  - b. The interest of all others in the property;
  - Other insurance which may cover the loss; and
  - d. The dollar amount being claimed as your loss.
- Provide us with the names and addresses of any known persons injured and any available witnesses.
- Provide us with any suit papers and other documents which will help us defend any insured person.
- Assist and cooperate with us in the conduct of the defense by helping us:
  - a. To make settlement;
  - To enforce any right of contribution or indemnity against any person or organization who may be liable to an insured person;
  - c. To attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses.
- C. Policy Period and Territory

The Policy Period is stated on the Declarations Page. This policy applies to an occurrence which takes place anywhere in the world unless otherwise limited by the policy.

#### D. Recovery

If the insured person has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured person must do nothing after loss to impair such rights of recovery. At our request, the insured person will bring suit or transfer those rights to us and help us enforce them.

#### E. Assignment

No one covered under this policy may assign or turn over any right or interest in regard to the policy without our written consent.

#### F. Changes

No change or modification of this policy shall be effective except when made by written endorsement signed by our legal representative.

# G. Concealment or Fraud

The entire policy will be void if, whether before or after a loss, you or an insured person have:

- Intentionally concealed or misrepresented any material fact or circumstance;
- 2. Engaged in fraudulent conduct; or
- 3. Made false statements;

relating to this insurance.

#### H. Reasonable Care

You must use reasonable care to maintain heat in your residence or shut off and drain the water system or appliances if the home is vacant, unoccupied or being constructed. We do not cover any loss caused by water freezing in a plumbing, heating, or air conditioning system or household appliance if reasonable care has not been exercised.

#### I. Conformity to Statutes

Any provision of this policy, which is in conflict with state or local law, is amended to conform to the law.

#### J. Liberalization

If we broaden the coverages provided by your policy without an additional premium charge, the changes will automatically apply to your policy as of the effective date on which the changes are adopted in your state.

#### K. Bankruptcy or Death

The insured person's bankruptcy or insolvency shall not relieve us of any of our obligations. Further, if the insured person dies or becomes bankrupt or insolvent during the Policy Period, this policy, unless cancelled, will cover the insured person's legal representative for the remainder of the Policy Period.

# L. Legal Action Against Us.

No action shall be brought against us unless the insured person has complied with this policy's provisions and for Liability coverage, not until final judgment or agreement has set the amount of the insured person's legal obligation to us.

You also agree to bring any action against us within one year after a loss occurs, but not until thirty (30) days after proof of loss has been filed and the amount of loss has been determined.

For Liability coverage, no one has the right to join us in any action against any other insured person.

#### M. Appraisals

If you and we fail to agree on the amount of loss, either party may make a written demand that each selects an independent appraiser. In this event, the parties must notify each other of their selection within twenty (20) days. The independent appraisers will select an arbitrator within fifteen (15) days. If an arbitrator is not agreed upon within that time, either party may request the arbitrator be selected by a judge. The independent appraisers will then appraise the loss and submit any differences to the arbitrator. A decision in writing agreed to by the two appraisers or either appraiser and the arbitrator will be binding. Each appraiser will be paid by the party that has selected the appraiser. You and we will share the expenses of the arbitrator equally.

#### N. Other Insurance

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

#### O. Mortgage Clause.

The word mortgagee includes trustee. If a mortgagee is named in this policy, any covered loss will be paid to you and the mortgagee as interests appear. If there is more than one mortgagee named in this policy, the order of payment will be identical to the order of precedence.

If your claim is denied, the denial will not apply to a valid claim submitted by the mortgagee if they:

- Notify us of any change in ownership or substantial change in risk of which they are aware:
- Pay any premium due on this policy or on demand if you have neglected to pay the premium; and
- Submit a sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.

If your policy is cancelled or not renewed by us, the mortgagee will be notified in writing at least ten (10) days before the cancellation or nonrenewal takes effect.

If we deny payment to you but pay the mort-gagee:

- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- At our option, we may pay the mortgagee the entire principal on the mortgage plus any accrued interest. In this event we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount under the mortgagee's claim.

#### P. Your Cancellation

You may cancel this policy or any part of it at any time by notifying us in writing of the future date that the cancellation is to take effect .

#### Q. Our Cancellation

To cancel this policy we must notify you in writing. This notice will be mailed to you at the last mailing address shown on the Declarations Page and we will obtain an U.S. Post Office certificate of mailing. This notice will include the date the cancellation is to take effect and the reason for the cancellation. It shall also state that any excess premium, if not returned, shall be refunded on demand. In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed *pro rata* for the unexpired term of the policy.

We may cancel this policy subject to the following conditions:

#### 1. Nonpayment of Premium

If you fail to pay the premium by the date it is due we may cancel this policy with (ten) 10 days notice, whether the premium is due to us, to our agent, or under any finance or credit plan.

#### 2. Misrepresentation

We may cancel this policy with thirty (30) days notice if there has been a material misrepresentation of fact or omission of fact either of which, if known to us, would have caused us not to issue the policy.

#### 3. Increase in Hazard

We may cancel this policy with thirty (30) days notice in the event or circumstance of a material increase in, or a change to, the covered property that increases the hazard insured against.

#### 4. Conviction of Crime

We may cancel this policy with thirty (30) days notice if you have been convicted of a crime arising out of an act that increases the hazard insured against.

#### R. Nonrenewal

If we elect not to renew this policy, we shall mail to you at the last address known to us written notice of nonrenewal not less than thirty (30) days before the end of the Policy Period as stated on the Declarations Page.

Regardless, this policy will terminate at the end of the Policy Period stated on the Declarations Page if you have failed to discharge when due any of your obligations in connection with the payment of premium for the renewal of this

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policy, or if you have notified us or our agent that you do not wish this policy to be renewed.

Proof of mailing of notice mentioned above shall be sufficient proof of notice.

President

Includes copyrighted material from Insurance Services Office, Inc. with its permission,

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

AIG Property Casualty Company

Secretary

Includes copyrighted material from Insurance Services Office, Inc. with its permission.

Endorsement to Policy #: PCG 0006004261 Endorsement Effective Date: 01/01/14

Policy Period:01/01/2014 - 01/01/2015

# MANUSCRIPT ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

# Name of Insured and Mailing Address

William H. Cosby Camille Cosby c/o Momentous Insurance 5990 Sepulveda Blvd. #550 Van Nuys, CA 91411 Agency Name, Address, Phone # & Code

Momentous Insurance Brokerage 5990 Sepulveda Blvd. Suite #550 Van Nuys, CA 91411

(818) 933-2700 0051601

# Manuscript Coverage

# ADDITIONAL INSURED

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that Part I. DEFINITIONS, Item 10. Insured Person has been amended to include the person or organization named below for the specified location:

Location:

Additional Insured:

Name of Person or Organization: \*\* Guy Hanks, Trustee

Address: \*c/o Momentous Insurance 5990 Sepulveda Blvd #550 Van Nuys CA 91411 Interest: \*Additional Insured

The definition of insured person in this policy includes the person or organization named above with respect to:

Part II. PROPERTY
House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to bodily injury or personal injury to any employee arising out of or in the course of the employees employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

Endorsement to Policy #: PCG 0006004261

Policy Period:01/01/2014 - 01/01/2015

Endorsement Effective Date: 01/01/14

# MANUSCRIPT ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

# Name of Insured and Mailing Address

William H. Cosby Camille Cosby c/o Momentous Insurance 5990 Sepulveda Blvd. #550 Van Nuys, CA 91411 Agency Name, Address, Phone # & Code

Momentous Insurance Brokerage 5990 Sepulveda Blvd. Suite #550 Van Nuys, CA 91411

(818) 933-2700 0051601

#### Manuscript Coverage

# ADDITIONAL INSURED

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that Part I. DEFINITIONS, Item 10. Insured Person has been amended to include the person or organization named below for the specified location:

Location: 1

Additional Insured:

Name of Person or Organization: \* Eli Chiu, Nominee

Address: \*c/o Momentous Insurance 5990 Sepulveda Blvd #550 Van Nuys CA 91411 Interest: \* Additional Insured

The definition of insured person in this policy includes the person or organization named above with respect to:

Part II. PROPERTY
House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to bodily injury or personal injury to any employee arising out of or in the course of the employees employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

# AIG Property Casualty U. S. Privacy and Data Security Notice

# **About This Notice**

This Privacy and Data Security Notice applies only to your Personal Information (see definition below) obtained by one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. listed at the end of this notice (collectively, the "AIG Companies" or "we") in connection with the products or services one of those companies provided primarily for your personal, family, or household purposes in connection with which you are receiving this notice.

The AIG Companies have established practices, procedures and system protections that are designed to help protect the privacy and security of Personal Information that we collect in the course of conducting our business. This notice outlines how we collect, handle, and disclose Personal Information about you.

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you personally. Examples of Personal Information include, but are not limited to, a first and last name, a home or other physical address, an email address, a financial account or credit card number, a driver's license number, or information on your physical condition or health status.

#### I. Information Privacy

We may collect Personal Information from applications, enrollment forms, in claims processing, or in your other interactions with us and with our Affiliates. We may also collect Personal Information from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information only in accordance with applicable laws or regulations, whether we collect it in response to your request for a product or service from us or otherwise.

#### Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

#### With our Affiliates:

Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

We may share your Personal Information, including Personal Information of a health nature, with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

# With Non-Affiliates:

We may share your Personal Information, including Personal Information of a health nature, with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

We may also enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share Personal Information with either Affiliates or Non-Affiliates in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

#### II. Data Security

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those persons who have a business need to use your Personal Information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards designed to protect your Personal Information in compliance with federal and state privacy and information security laws. Non-Affiliates that assist us in servicing insurance policies or who enter into joint marketing agreements with us are required to take measures to maintain the security of your Personal Information in compliance with federal and state privacy and information security laws.

#### III. Maintaining Personal Information

We also maintain procedures to ensure that the Personal Information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

Chief Privacy Officer
AIG Property Casualty
180 Maiden Lane, 40th Floor | New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@aig.com

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we cannot grant your request to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

# Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority. We will continue to monitor our practices in order to protect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

We may change this Privacy and Data Security Notice from time to time, and if particular changes are required by law to be communicated to you, we will do so.

The AIG Companies include: American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* 11579

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

Part II. PROPERTY

House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* 18

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

#### Part II. PROPERTY

House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* 243

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

Part II. PROPERTY

House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* 1500

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

Part II. PROPERTY

House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

# ADDITIONAL INSURED

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* LLC

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

Part II. PROPERTY
House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above:

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

\* Entries may be left blank if shown elsewhere in this policy for this coverage.

# ADDITIONAL INSURED

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **Part I. DEFINITIONS**, Item 10. **Insured Person** has been amended to include the person or organization named below for the specified location:

Location: \*

Additional Insured:

Name of Person or Organization: \* Catherine Carter, Nominee

Address: \* c/o Momentous Insurance

5990 Sepulveda Blvd #550 Van Nuys, CA 91411

Interest: \* Additional Insured

The definition of **insured person** in this policy includes the person or organization named above with respect to:

Part II. PROPERTY

House and Other Permanent Structures; and

Part III. LIABILITY but only with respect to the residence named above.

This coverage does not apply to **bodily injury** or **personal injury** to any employee arising out of or in the course of the employee's employment by the person or organization listed above.

If we decide to cancel or not to renew this policy, the party named above will be notified in writing.

\* Entries may be left blank if shown elsewhere in this policy for this coverage.

#### **EQUIPMENT BREAKDOWN COVERAGE**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:



The following additional coverage is added to the AIG Private Client Group Homeowners policy,

#### **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. The most we will pay for loss, damage or expense under this endorsement arising from any one accident is \$250,000 Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

#### **DEFINITIONS**

The following definitions are added:

- Accident means sudden and accidental:
  - a mechanical or electrical breakdown; or
  - b. tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

# 2. Covered equipment

- a. Covered equipment means property, other than contents, covered under Part II --PROPERTY:
  - (1) that generates, transmits or utilizes energy; or
  - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
  - (6) electronic entertainment or computer equipment, including but not limited to:
    - (a) television equipment inclusive of plasma television equipment;
    - (b) stereo equipment; or
    - (c) any electronic component used with such electronic entertainment or computer equipment.

Covered equipment does, however, include permanently installed wiring associated with such electronic entertainment or computer equipment.

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3. One accident means: If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.

## **PROPERTY COVERAGES**

We will pay for direct physical damage to covered equipment that is the result of an 1. accident.

#### 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to \$20,000 per accident under this coverage. We will not pay for any expense incurred by you beyond 30 days after the accident even if it takes more than 30 days to restore your residence to a habitable condition or for your household to permanently locate elsewhere.

## **EXCLUSIONS**

The following exclusions are added:

- We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.

## **DEDUCTIBLE**

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over . No other deductible applies to this coverage.

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

# CONDITIONS

The following conditions are added:

1. Environmental, Safety and Efficiency Improvements

> If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

> However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

#### 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- Our payment for damaged covered equipment will be the smallest of:
  - The coverage limit shown for Equipment Breakdown; (1)
  - The cost to repair the damaged covered equipment; (2)
  - The cost to replace the damaged covered equipment on the same premises; (3)
  - The necessary amount actually spent to repair or replace the damaged (4)covered equipment.

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- Except as described in Environmental, Safety and Efficiency Improvements above, b. you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- If you do not repair or replace the damaged covered equipment within 24 months, C. after the date of the accident, then we will pay only the smaller of the:
  - Cost it would have taken to repair at the time of the accident; or
  - (2)Actual cash value at the time of the accident.

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#### EQUIPMENT BREAKDOWN COVERAGE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

The following additional coverage is added to the AIG Private Client Group Homeowners policy.

#### **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. The most we will pay for loss, damage or expense under this endorsement arising from any one accident is \$250,000 Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

#### **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a mechanical or electrical breakdown; or
  - tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

# 2. Covered equipment

- a. Covered equipment means property, other than contents, covered under Part II -PROPERTY:
  - (1) that generates, transmits or utilizes energy; or
  - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- b. None of the following is **covered equipment**:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
  - (6) electronic entertainment or computer equipment, including but not limited to:
    - (a) television equipment inclusive of plasma television equipment;
    - (b) stereo equipment; or
    - (c) any electronic component used with such electronic entertainment or computer equipment.

Covered equipment does, however, include permanently installed wiring associated with such electronic entertainment or computer equipment.

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3. One accident means: If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.

## PROPERTY COVERAGES

 We will pay for direct physical damage to covered equipment that is the result of an accident.

# 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to \$20,000 per accident under this coverage. We will not pay for any expense incurred by you beyond 30 days after the accident even if it takes more than 30 days to restore your residence to a habitable condition or for your household to permanently locate elsewhere.

# **EXCLUSIONS**

The following exclusions are added:

- We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.

#### **DEDUCTIBLE**

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over \$2,500 . No other deductible applies to this coverage.

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

## CONDITIONS

The following conditions are added:

1. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

# 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered equipment will be the smallest of:
  - (1) The coverage limit shown for Equipment Breakdown;
  - (2) The cost to repair the damaged covered equipment;
  - (3) The cost to replace the damaged covered equipment on the same premises; or
  - (4) The necessary amount actually spent to repair or replace the damaged covered equipment.

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- Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with b. property of a better kind or quality or of a different size or capacity.
- If you do not repair or replace the damaged covered equipment within 24 months, С, after the date of the accident, then we will pay only the smaller of the:
  - Cost it would have taken to repair at the time of the accident; or
  - Actual cash value at the time of the accident. (2)

PCHO-EB (09/06) Page 3 of 3 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

#### **EQUIPMENT BREAKDOWN COVERAGE**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:



The following additional coverage is added to the AIG Private Client Group Homeowners policy.

# **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. The most we will pay for loss, damage or expense under this endorsement arising from any one accident is \$250,000 Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

## **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a mechanical or electrical breakdown; or
  - b. tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

# 2. Covered equipment

- a. Covered equipment means property, other than contents, covered under Part II --PROPERTY:
  - (1) that generates, transmits or utilizes energy; or
  - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer; or
  - (6) electronic entertainment or computer equipment, including but not limited to:
    - (a) television equipment inclusive of plasma television equipment;
    - (b) stereo equipment; or
    - (c) any electronic component used with such electronic entertainment or computer equipment.

Covered equipment does, however, include permanently installed wiring associated with such electronic entertainment or computer equipment.

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One accident means: If an initial accident causes other accidents, all will be considered one 3. accident. All accidents that are the result of the same event will be considered one accident.

## PROPERTY COVERAGES

1. We will pay for direct physical damage to covered equipment that is the result of an accident .

#### 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to \$20,000 per accident under this coverage. We will not pay for any expectation of the coverage will not pay for any expectation. you beyond 30 days after the accident even if it takes more than 30 days to restore your residence to a habitable condition or for your household to permanently locate elsewhere.

## **EXCLUSIONS**

The following exclusions are added:

- We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.

#### **DEDUCTIBLE**

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over . No other deductible applies to this coverage. \$2,500

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

# CONDITIONS

The following conditions are added:

Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

#### 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- Our payment for damaged covered equipment will be the smallest of:
  - The coverage limit shown for Equipment Breakdown; (1)
  - The cost to repair the damaged covered equipment; (2)
  - The cost to replace the damaged covered equipment on the same premises; (3)
  - The necessary amount actually spent to repair or replace the damaged (4)covered equipment.

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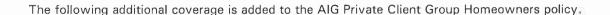
# Case 2:15-cv-04842-BRO-RAO Document 15-1 Filed 08/20/15 Page 47 of 131 Page ID #:378

- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged covered equipment within 24 months, after the date of the accident, then we will pay only the smaller of the:
  - (1) Cost it would have taken to repair at the time of the accident; or
  - (2) Actual cash value at the time of the accident.

## **EQUIPMENT BREAKDOWN COVERAGE PLUS**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):



## **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

# **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a. mechanical or electrical breakdown; or
  - b. tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

2. Computer equipment means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, laptops, monitors and display screens, media, keyboards, printers, modems and permanently installed wiring associated with such equipment.

# 3. Covered equipment

- a. Covered equipment means property that generates, transmits or utilizes energy; or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; and that is:
  - (1) part of your house or other permanent structures;
  - (2) computer equipment; or
  - (3) home theater and audio system equipment.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer;
  - (6) personal electronic devices;
  - (7) software or electronic data;
  - (8) pinball machines, arcade electronic games or video gaming systems;
  - (9) property used at any time or in any manner for business;

- (10) property not owned by an insured person; or
- (11) property not at a residence unless the property is at a location listed on the Declarations page of this policy and is property that is used for incidental Business.
- 4. Home theater and audio system equipment means electronic entertainment equipment. This includes, but is not limited to, televisions, projection equipment, receivers, amplifiers, sound processors, turntables, recording and playback devices, speakers, controls, lighting and permanently installed wiring associated with such equipment.
- 5. Media means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives and CD/DVD drives.
- 6. One accident means: If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.
- 7. Personal electronic device means any device that transmits, receives, enhances, displays or stores electronic data and that is primarily designed and intended to be handheld and used by one person at a time. This includes, but is not limited to, personal digital assistants, cameras, camcorders, cell phones and personal listening devices.

#### PROPERTY COVERAGES

1. We will pay for direct physical damage to covered equipment that is the result of an accident. The most we will pay for loss, damage or expense arising from any one accident is the applicable amount of coverage shown on the Declarations Page for your house.

# 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to the limit that applies to Additional Living Expense.

# **EXCLUSIONS**

The following exclusions are added:

- 1. We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.
- 3. We will not pay under this endorsement for loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind. But if an accident results, we will pay for the resulting loss, damage or expense.

#### **DEDUCTIBLE**

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over \$2,500. No other deductible applies to this coverage.

PCHO-EB-PLUS (03/08)

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

If the deductible waiver for large losses endorsement was selected, that endorsement will not apply to this coverage.

## CONDITIONS

The following conditions are added:

# 1. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

#### 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered equipment will be the smallest of:
  - (1) The applicable coverage limit;
  - (2) The cost to repair the damaged covered equipment;
  - (3) The cost to replace the damaged covered equipment on the same premises; or
  - (4) The necessary amount actually spent to repair or replace the damaged covered equipment.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged covered equipment within 24 months, after the date of the accident, then we will pay only the smaller of the:
  - (1) Cost it would have taken to repair at the time of the accident; or
  - (2) Actual cash value at the time of the accident.

#### EQUIPMENT BREAKDOWN COVERAGE PLUS

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):



#### AGREEMENT

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

#### **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a. mechanical or electrical breakdown; or
  - tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

2. Computer equipment means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, laptops, monitors and display screens, media, keyboards, printers, modems and permanently installed wiring associated with such equipment.

# 3. Covered equipment

- a. Covered equipment means property that generates, transmits or utilizes energy; or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; and that is:
  - (1) part of your house or other permanent structures;
  - (2) computer equipment; or
  - (3) home theater and audio system equipment.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer;
  - (6) personal electronic devices;
  - (7) software or electronic data;
  - (8) pinball machines, arcade electronic games or video gaming systems;
  - (9) property used at any time or in any manner for business;

- (10) property not owned by an insured person; or
- (11) property not at a residence unless the property is at a location listed on the Declarations page of this policy and is property that is used for incidental Business.
- 4. Home theater and audio system equipment means electronic entertainment equipment. This includes, but is not limited to, televisions, projection equipment, receivers, amplifiers, sound processors, turntables, recording and playback devices, speakers, controls, lighting and permanently installed wiring associated with such equipment.
- 5. Media means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives and CD/DVD drives.
- 6. One accident means: If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.
- 7. Personal electronic device means any device that transmits, receives, enhances, displays or stores electronic data and that is primarily designed and intended to be handheld and used by one person at a time. This includes, but is not limited to, personal digital assistants, cameras, camcorders, cell phones and personal listening devices.

#### PROPERTY COVERAGES

We will pay for direct physical damage to covered equipment that is the result of an accident.
The most we will pay for loss, damage or expense arising from any one accident is the applicable amount of coverage shown on the Declarations Page for your house.

# 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to the limit that applies to Additional Living Expense.

## **EXCLUSIONS**

The following exclusions are added:

- 1. We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.
- 3. We will not pay under this endorsement for loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind. But if an accident results, we will pay for the resulting loss, damage or expense.

#### **DEDUCTIBLE**

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over \$2,500. No other deductible applies to this coverage.

PCHO-EB-PLUS (03/08)

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

If the deductible waiver for large losses endorsement was selected, that endorsement will not apply to this coverage.

## CONDITIONS

The following conditions are added:

# 1. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

# 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered equipment will be the smallest of:
  - (1) The applicable coverage limit;
  - (2) The cost to repair the damaged covered equipment;
  - (3) The cost to replace the damaged covered equipment on the same premises; or
  - (4) The necessary amount actually spent to repair or replace the damaged covered equipment.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged covered equipment within 24 months, after the date of the accident, then we will pay only the smaller of the:
  - (1) Cost it would have taken to repair at the time of the accident; or
  - (2) Actual cash value at the time of the accident.

#### EQUIPMENT BREAKDOWN COVERAGE PLUS

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):



The following additional coverage is added to the AIG Private Client Group Homeowners policy.

#### **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

# **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a. mechanical or electrical breakdown; or
  - tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

2. Computer equipment means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, laptops, monitors and display screens, media, keyboards, printers, modems and permanently installed wiring associated with such equipment.

# 3. Covered equipment

- a. Covered equipment means property that generates, transmits or utilizes energy; or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; and that is:
  - (1) part of your house or other permanent structures;
  - (2) computer equipment; or
  - (3) home theater and audio system equipment.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer;
  - (6) personal electronic devices;
  - (7) software or electronic data;
  - (8) pinball machines, arcade electronic games or video gaming systems;
  - (9) property used at any time or in any manner for business;

- (10) property not owned by an insured person; or
- (11) property not at a **residence** unless the property is at a location listed on the Declarations page of this policy and is property that is used for **incidental Business**.
- 4. Home theater and audio system equipment means electronic entertainment equipment. This includes, but is not limited to, televisions, projection equipment, receivers, amplifiers, sound processors, turntables, recording and playback devices, speakers, controls, lighting and permanently installed wiring associated with such equipment.
- 5. Media means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives and CD/DVD drives.
- One accident means: If an initial accident causes other accidents, all will be considered one accident.
   All accidents that are the result of the same event will be considered one accident.
- 7. Personal electronic device means any device that transmits, receives, enhances, displays or stores electronic data and that is primarily designed and intended to be handheld and used by one person at a time. This includes, but is not limited to, personal digital assistants, cameras, camcorders, cell phones and personal listening devices.

#### PROPERTY COVERAGES

1. We will pay for direct physical damage to **covered equipment** that is the result of an **accident**. The most we will pay for loss, damage or expense arising from any **one accident** is the applicable amount of coverage shown on the Declarations Page for your **house**.

# 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to the limit that applies to Additional Living Expense.

# **EXCLUSIONS**

The following exclusions are added:

- 1. We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.
- 3. We will not pay under this endorsement for loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind. But if an accident results, we will pay for the resulting loss, damage or expense.

# DEDUCTIBLE

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over \$2,500. No other deductible applies to this coverage.

PCHO-EB-PLUS (03/08)

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

If the deductible waiver for large losses endorsement was selected, that endorsement will not apply to this coverage.

## CONDITIONS

The following conditions are added:

# 1. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

#### 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered equipment will be the smallest of:
  - (1) The applicable coverage limit;
  - (2) The cost to repair the damaged covered equipment;
  - (3) The cost to replace the damaged covered equipment on the same premises; or
  - (4) The necessary amount actually spent to repair or replace the damaged **covered equipment**.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged **covered equipment** within 24 months, after the date of the **accident**, then we will pay only the smaller of the:
  - (1) Cost it would have taken to repair at the time of the accident; or
  - (2) Actual cash value at the time of the accident.

## **EQUIPMENT BREAKDOWN COVERAGE PLUS**

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):



The following additional coverage is added to the AIG Private Client Group Homeowners policy.

## **AGREEMENT**

We will provide the insurance described in this endorsement in compliance with all applicable provisions of this policy. Coverage provided under this endorsement does not increase any limit of liability under Part II, PROPERTY.

# **DEFINITIONS**

The following definitions are added:

- 1. Accident means sudden and accidental:
  - a. mechanical or electrical breakdown; or
  - b. tearing apart, cracking, burning or bulging of a steam or hot water heating system, or an air conditioning system;

that results in direct physical damage to covered equipment.

2. Computer equipment means electronic data processing hardware and related peripheral equipment. This includes, but is not limited to, laptops, monitors and display screens, media, keyboards, printers, modems and permanently installed wiring associated with such equipment.

# Covered equipment

- a. Covered equipment means property that generates, transmits or utilizes energy; or which, during normal usage, operates under vacuum or pressure, other than the weight of its contents; and that is:
  - (1) part of your house or other permanent structures;
  - (2) computer equipment; or
  - (3) home theater and audio system equipment.
- b. None of the following is covered equipment:
  - (1) supporting structure, cabinet or compartment;
  - (2) insulating material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a fire protective sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) kitchen or laundry appliances, other than those permanently installed, including but not limited to, refrigerator, dishwasher, oven, stove, clothes washer or clothes dryer;
  - (6) personal electronic devices;
  - (7) software or electronic data;
  - (8) pinball machines, arcade electronic games or video gaming systems;
  - (9) property used at any time or in any manner for business;

- (10) property not owned by an insured person; or
- (11) property not at a **residence** unless the property is at a location listed on the Declarations page of this policy and is property that is used for **incidental Business**.
- 4. Home theater and audio system equipment means electronic entertainment equipment. This includes, but is not limited to, televisions, projection equipment, receivers, amplifiers, sound processors, turntables, recording and playback devices, speakers, controls, lighting and permanently installed wiring associated with such equipment.
- 5. Media means material on which data is recorded. This includes, but is not limited to, magnetic tapes, hard drives, optical storage drives and CD/DVD drives.
- 6. One accident means: If an initial accident causes other accidents, all will be considered one accident. All accidents that are the result of the same event will be considered one accident.
- 7. Personal electronic device means any device that transmits, receives, enhances, displays or stores electronic data and that is primarily designed and intended to be handheld and used by one person at a time. This includes, but is not limited to, personal digital assistants, cameras, camcorders, cell phones and personal listening devices.

### PROPERTY COVERAGES

1. We will pay for direct physical damage to covered equipment that is the result of an accident. The most we will pay for loss, damage or expense arising from any one accident is the applicable amount of coverage shown on the Declarations Page for your house.

# 2. Additional Living Expense

Coverage for Additional Living Expense, as provided under C. Additional Coverages, is extended to the coverage provided by this endorsement. We will pay up to the limit that applies to Additional Living Expense.

# **EXCLUSIONS**

The following exclusions are added:

- 1. We will not pay under this endorsement for loss, damage or expense caused by or resulting from electrical power surge or brownout.
- 2. We do not cover under this endorsement any property that is not covered equipment.
- 3. We will not pay under this endorsement for loss, damage or expense caused by or resulting from any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind. But if an accident results, we will pay for the resulting loss, damage or expense.

# DEDUCTIBLE

The following deductible provision replaces any other deductible provision in the policy or on the Declarations Page with respect to loss covered under this endorsement.

In case of a loss under this endorsement, we will pay only for that part of the loss over \$2,500. No other deductible applies to this coverage.

PCHO-EB-PLUS (03/08)

This deductible applies to the affected equipment regardless of any other deductible in this policy or any other policy. Your homeowner deductible will apply to any ensuing loss, but will be reduced by this deductible amount.

If the deductible waiver for large losses endorsement was selected, that endorsement will not apply to this coverage.

## CONDITIONS

The following conditions are added:

# 1. Environmental, Safety and Efficiency Improvements

If covered equipment requires replacement due to an accident, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits.

#### 2. Payment of a Loss

Losses under this endorsement will be settled as follows:

- a. Our payment for damaged covered equipment will be the smallest of:
  - (1) The applicable coverage limit;
  - (2) The cost to repair the damaged covered equipment;
  - (3) The cost to replace the damaged covered equipment on the same premises; or
  - (4) The necessary amount actually spent to repair or replace the damaged **covered equipment**.
- b. Except as described in Environmental, Safety and Efficiency Improvements above, you are responsible for the extra cost of replacing damaged covered equipment with property of a better kind or quality or of a different size or capacity.
- c. If you do not repair or replace the damaged covered equipment within 24 months, after the date of the accident, then we will pay only the smaller of the:
  - (1) Cost it would have taken to repair at the time of the accident; or
  - (2) Actual cash value at the time of the accident.

# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

# Flood Zone Assignment:

Х	Flood zone B, C, or X
	Flood zone A or V
	Flood zone D

As respects **Flood** coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

## Flood means:

- 1. A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and flood-plain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a **Flood** Hazard Boundary Map or **Flood** Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

PCHO-FLD (09/06)

PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

#### Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

# Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the **NFIP**:

- 1. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

PCHO-FLD (09/06) Page 2 of 5

6 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

# PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- 2. We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- 3. We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed **residence** located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

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For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

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# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

# Flood Zone Assignment:

Х	Flood zone B, C, or X
	Flood zone A or V
	Flood zone D

As respects Flood coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

#### Flood means:

- 1. A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special **flood**, or **mudflow**, and/or **flood** related erosion hazards, and shown on a **Flood** Hazard Boundary Map or **Flood** Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

#### Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

## Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP:

- We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your **residence** as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6 We will pay up to \$10,000 for the expense you incur to protect your **residence** from a **flood** or imminent danger of **flood**. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

# PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- 2. We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

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For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

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# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

# Flood Zone Assignment:

Х	Flood zone B, C, or X
	Flood zone A or V
	Flood zone D

As respects Flood coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

## Flood means:

- 1. A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special flood, or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

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PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

#### Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

# Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the **NFIP**:

- We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property demaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- 2. We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

## PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or **property damage** caused by or resulting from any **flood** that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- 3. We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

## PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the **NFIP** or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

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For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

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# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

## Flood Zone Assignment:

Х	Flood zone B, C, or X	
	Flood zone A or V	
	Flood zone D	

As respects Flood coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

#### Flood means:

- A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special **flood**, or **mudflow**, and/or **flood**-related erosion hazards, and shown on a **Flood** Hazard Boundary Map or **Flood** Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

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PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

## Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

#### Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the **NFIP**:

- 1. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by **flood**. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed **residence** located in a designated **Special Flood Hazard Area**, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- 2. We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

## PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the **flood** is due to the overflow of inland or tidal waters, then the **flood** is considered to begin when the water first overflows its banks.

- We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

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# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

## Flood Zone Assignment:

Х	Flood zone B, C, or X
	Flood zone A or V
	Flood zone D

As respects Flood coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

## Flood means:

- A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

**National Flood Insurance Program (NFIP)** means the program of **flood** insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

Special Flood Hazard Area (SFHA) means an area having special flood, or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

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PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

## Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

## Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP:

- 1. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

## PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- 2. We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- 3. We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:



## Flood Zone Assignment:

X	Flood zone B, C, or X	
	Flood zone A or V	
	Flood zone D	

As respects Flood coverage provided by this endorsement, PART 1 - DEFINITIONS is amended to include the following:

## Flood means:

- 1. A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special **flood**, or **mudflow**, and/or **flood** related erosion hazards, and shown on a **Flood** Hazard Boundary Map or **Flood** Insurance Rate Map as Zone A, AO, A1-A3O, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A3O, V1-V3O, VE, or V.

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PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

#### Flood

We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

## Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP:

- 1. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6 We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- 1. We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your **residence** from a **flood** or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

## PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- 2. We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed **residence** located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the **NFIP** or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

# Flood Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.



## Flood Zone Assignment:

Х	Flood zone B, C, or X
	Flood zone A or V
	Flood zone D

As respects Flood coverage provided by this endorsement, PART I - DEFINITIONS is amended to include the following:

## Flood means:

- A general and temporary condition of partial or complete inundation of normally dry land area from:
  - a. Overflow of inland or tidal waters;
  - b. Unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudflow.
- 2. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a **flood** as defined in 1.a. above.

All flooding in a continuous or protracted event will constitute a single flood.

Landslide means the rapid movement of a mass of soil downslope along a curved or planar failure surface, without deformation of the soil structure.

**Mudflow** means a river of liquid and flowing mud occurring on level or near-level surfaces of normally dry land areas that have not been affected by **landslide**, as when earth is carried by a current of water. Other earth movements, such as **landslide**, slope failure, or a saturated soil mass moving by liquidity down a slope, are not **mudflows**.

National Flood Insurance Program (NFIP) means the program of flood insurance coverage and floodplain management administered under the Act and applicable Federal regulations in Title 44 of the Code of Federal Regulations, Subchapter B.

**Special Flood Hazard Area (SFHA)** means an area having special flood, or mudflow, and/or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V1-V30, VE, or V.

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PART II - PROPERTY, C. Additional Coverage is amended as follows:

The following Additional Coverage is added

#### Flood

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We will pay for physical loss or damage to your house, contents or other permanent structures including debris removal caused directly by flood unless an exclusion applies.

The Flood Insurance Rate Map (FIRM) in place as of the effective date of the policy or renewal term determines the amount we will pay for a covered loss.

#### Payment of a Loss:

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP:

- 1. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$250,000 for property damage to your house and other permanent structures. These payments do not increase the amount of your coverage.
- 2. We will pay up to the lesser of the coverage limit shown on your Declarations Page or \$100,000 for property damage to your contents located at the covered residence. These payments do not increase the amount of your coverage.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

We will pay up to \$10,000 for the expense you incur to protect your **residence** from a **flood** or imminent danger of **flood**. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

For your listed residence located in a designated Special Flood Hazard Area, flood zone D, or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

The coverage limits specified below will be reduced by any payments available through the NFIP policy insuring the residence or if the residence is ineligible for an NFIP policy or eligible to be written under an NFIP policy but there is no such policy in effect, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under the NFIP policy. If we provide broader coverage than the NFIP policy, we will pay the difference in conditions not to exceed the limits defined below whether or not you can collect on the NFIP policy.

The most we will pay for each occurrence is as follows:

- We will pay up to the lesser of \$250,000; the "Coverage A Building Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your house and other permanent structures.
- 2. We will pay up to the lesser of \$100,000; the "Coverage B Personal Property Limit" listed on the most recent NFIP Declarations Page; or the coverage limit shown on your Declarations Page for property damage to your contents located at the covered residence.
- 3. We will pay up to \$250,000 for Additional Living Expenses, which consist of:
  - a. Extra living expenses the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest reasonable amount of time necessary to restore your residence to a habitable condition or for your household to relocate elsewhere. Extra living expense payment will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - b. Loss of fair rental value if you are not able to rent out your residence, or part of your residence, that you usually rent to others, we will pay the fair rental value for the reasonable amount of time necessary to restore your residence or that part of your residence to a habitable condition. Fair rental value payments will be made up to a maximum of one (1) year from the date of a covered flood loss.
  - c. Forced evacuation if you are forced to evacuate your residence as a direct result of loss or a reasonable threat of loss due to flood, we will reimburse you for the reasonable increase in your living expenses necessary to maintain your household's normal standard of living for up to thirty (30) days.

These payments do not increase the amount of your coverage.

- 4. We will pay up to \$75,000 for the extra expense to obey any law or ordinance that regulates the repair, rebuilding or demolition of property damaged by flood. These payments do not increase the amount of your coverage.
- 5. We will pay up to \$25,000 for the expense you incur for a structural engineering inspection to determine whether your house or other permanent structure is safe to occupy; and, if required, the demolition of your house or other permanent structures when an order of structural condemnation is issued by a public entity. These payments do not increase the amount of your coverage.

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6. We will pay up to \$10,000 for the expense you incur to protect your residence from a flood or imminent danger of flood. These payments do not increase the amount of your coverage. Your deductible does not apply to this coverage.

## PART II - PROPERTY, D. Exclusions, is amended as follows:

- A. The following exclusion is deleted in its entirety and replaced as follows:
  - 1. Surface and Ground Water Damage

We do not cover any loss caused by:

- a. Flood, surface water, waves, tidal water overflow of a body of water, or spray from any of these, whether or not driven by wind; or
- b. Water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

This exclusion does not apply to:

- a. Contents away from any residence you own or live at;
- b. Ensuing covered loss unless another exclusion applies; or
- c. Coverage provided under PART II PROPERTY. Additional Coverage. Flood.
- B. With respect to Flood coverage, the following exclusions are added:
  - 1. We do not cover any loss or property damage caused by or resulting from any flood that is already in progress at the time and date:
    - a. the policy term begins; or
    - b. coverage is added at your request

If the flood is due to the overflow of inland or tidal waters, then the flood is considered to begin when the water first overflows its banks.

- We will not pay that part of the loss that is attributable to any Deductible(s) in the NFIP policy.
- 3. We do not cover any loss or property damage caused by or resulting from earth movement, such as landslide, slope failure, or a saturated soil mass moving by liquidity down a slope whether caused directly or indirectly by flood.

# PART IV - CONDITIONS, is amended as follows:

The Other Insurance provision is deleted and replaced by the following:

Other Insurance

For your listed residence located in a designated B, C or X flood zone eligible for the Preferred Risk Program of the NFIP or in flood zone D:

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

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For your listed residence located in a designated Special Flood Hazard Area or a B, C or X flood zone not eligible for coverage in the Preferred Risk Program of the NFIP:

Payments under this coverage are in excess over the payments made by the NFIP policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy.

# Fraud SafeGuard SM Coverage

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

## **SCHEDULE**

	Limit of Insurance		Deductible
Fraud, Embezzlement or Forgery	\$100,000 \$100,000	(each event) (each insured annual aggregate)	\$250
ATM Robbery	\$2,500 \$2,500	(each insured) (each insured annual aggregate)	No deductible applies
Stolen Identity Event	\$100,000 \$100,000	(each event) (each insured annual aggregate)	No deductible applies

It is agreed and understood that PART I - DEFINITIONS has been amended to include the following:

Forgery means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose. Forgery will result directly from forgery of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in money that are:

- a. Made or drawn by or drawn upon you or a family member; or
- b. Made or drawn by one acting as your or a family member's agent;
   or that are purported to have been so made or drawn.

## Fraud or embezzlement means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile, telephone, computer, or magnetic tape instruction which purports to have been transmitted by you or a family member, but which was in fact fraudulently transmitted by someone else without your or a family member's knowledge or consent;
- b. A written instruction issued by you or a family member, which was forged or altered by someone other than you or a family member without your or a family member's knowledge or consent, or which purports to have been issued by you or a family member but was in fact fraudulently issued without your or a family member's knowledge or consent; or
- c. Any other intentional perversion of truth by someone other than you or a family member perpetrated in order to induce you or a family member to part with something of value.

Fraud Safeguard event means fraud, embezzlement, or forgery, ATM robbery, or stolen identity event as set forth in this endorsement.

## Money means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders.

Other property means and is limited to jewelry, precious metals, antiques, fine art, ceramics, furs, collectibles, and gemstones.

Restoration Services means those services performed in response to a stolen identity event, and on your or a family member's, behalf after receipt of authorization from you or a family member, including but not limited to:

- Providing you or a family member with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications.
- 2. Notifying the three major credit bureaus and providing assistance with requesting that a fraud alert be placed on your or a family member's credit files and affected credit accounts.
- 3. Reviewing your or a family member's credit files with you or a family member to determine the accuracy of the file and potential areas of fraud.
- 4. Notifying as needed, your or a family member's affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud.
- 5. Providing information to the Federal Trade Commission (FTC), and to other government agencies as appropriate.
- 6. When appropriate, providing assistance with obtaining and reviewing your Social Security Personal Earnings and Benefits Statement.
- 7. Creating and maintaining a case file to document the identity fraud.
- 8. When appropriate, providing other assistance we might reasonably be able to offer you or a family member on a case by case basis, as determined in our sole and absolute discretion.

We reserve the right to refuse or terminate the provision of restoration services where you or a family member are deemed to be committing fraud or other illegal acts, making untrue statements, or failing to perform your or the family member's portion of the recovery plan.

Robbery means the unlawful taking of property from the care and custody of a person, accomplished by means of force or fear.

Securities mean negotiable and non-negotiable instruments or contracts representing either money or property.

Stolen identity event means the illegal use of your or a family member's name, social security number, or other method of identity without permission.

It is agreed and understood that PART III - LIABILITY has been amended to include the following:

# FRAUD SAFEGUARD

## **Insuring Agreements**

## A. Fraud, Embezzlement or Forgery

We will pay you or a family member for loss of money, securities, or other property up to the applicable Limits of Insurance shown in the schedule, resulting directly from fraud, embezzlement, or forgery perpetrated against you or a family member during the Policy Period. The loss must be discovered not later than ninety (90) days from the end of the Policy Period.

# B. ATM Robbery

We will pay you or a family member, up to the applicable Limits of Insurance shown in the schedule, for loss of money resulting directly from a robbery that occurs within 100 feet from an Automatic Teller Machine (ATM), immediately after withdrawing such monies from the same ATM. This coverage does not apply to any other loss of money or valuables in your or a family member's possession resulting from the robbery.

## C. Stolen Identity Event

We will pay Costs and Legal Costs, as set forth below in Payment of Loss for a stolen identity event, up to the applicable Limits of Insurance shown in the schedule, including a stolen identity event occurring on or arising out of the use of the Internet. The stolen identity event must occur and be discovered during the Policy Period.

## 1. Payment of Loss For A Stolen Identity Event

## a. Costs

- Costs incurred by you or a family member for re-filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source incorrect information as a result of a stolen identity event;
- Costs for notarizing affidavits or other similar documents, long distance telephone
  calls, and postage reasonably incurred as a result of your or a family member's efforts
  to report a stolen identity event or amend or rectify records as to your or a family
  member's true name or identity as a result of a stolen identity event;
- Costs incurred by you or a family member for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a stolen identity event;
- 4. Costs for contesting the accuracy or completeness of any information contained in a credit report following a stolen identity event;
- 5. Actual lost wages not to exceed \$10,000 that would have been earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from your or a family member's work premises solely as a result of your or a family member's efforts to amend or rectify records as to your or a family member's true name or identity as a result of a stolen identity event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within twelve (12) months after your or a family member's discovery of a stolen identity event and is limited also to the applicable Aggregate Limits of Insurance shown in the schedule.

## b. Legal Costs

Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you or a family member with our consent, for:

- Any legal action brought against you or a family member by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a stolen identity event;
- 2. Removing any civil judgment wrongfully entered against you or a family member as a result of a stolen identity event; and
- 3. Criminal defense for charges brought against you or a family member as a result of a stolen identity event.

# 2. Additional Coverage - Stolen Identity Event

Restoration Services

We will provide you or a family member with restoration services after a stolen identity event. The stolen identity event must occur during the Policy Period. Restoration services expenses do not reduce the amount of limit available under Payment of a Loss for a stolen identity event.

## Special Limits of Insurance

1. We will only pay the amount of loss in excess of any applicable Deductible, up to the applicable Limit of Insurance shown in the schedule for that coverage.

- The most we will pay each insured for all loss resulting from fraud, embezzlement, or forgery is the Fraud, Embezzlement, or Forgery Each Insured Aggregate Limit shown in the schedule.
- 3. The most we will pay each insured for all loss resulting from a stolen identity event is the Stolen Identity Each Insured Aggregate Limit shown in the schedule.
- 4. The most we will pay each insured for all loss resulting from an ATM Robbery is the ATM Robbery Each Insured Aggregate Limit shown in the schedule.
- 5. All loss arising from continuous, repeated, or related fraud safeguard events will be treated as one fraud safeguard event.
- 6. The most we will pay for any loss is the applicable Limit of Insurance. If, however, a loss:
  - a) Exceeds the applicable Limit of Insurance; and
  - b) There is more than one insured person claiming a loss; and
  - The combined loss is greater than the Limit of Insurance for any one insured person; and
  - d) The affected insured persons can reasonably demonstrate joint ownership of the money, securities, or other property;
    - we will pay each insured person up to the applicable Limit of Insurance for money, securities, or other property, until the loss is satisfied, but under no circumstance will we pay:
    - 1) more than the adjusted value of the money, securities, or other property; or
    - 2) each insured person for the same money, securities or other property, or portion thereof.
- 7. We will not pay for loss for any occurrence of fraud, embezzlement, or forgery until the amount of loss exceeds the Fraud, Embezzlement, or Forgery Deductible shown in the schedule. A separate Fraud, Embezzlement, or Forgery Deductible will apply to each insured.

It is agreed and understood that PART III - LIABILITY, Exclusions, has been amended to include the following:

As respects FRAUD SAFEGUARD coverage provided by this endorsement:

This insurance does not provide coverage for liability, defense costs or any other cost or expense for:

1. Intentional Loss

We do not cover any loss for any act committed at your or a family member's direction or with your or a family member's knowledge.

2. Dishonest Acts

We do not cover any loss arising out of any dishonest or criminal act by you or a family member.

3. Confiscation

We do not cover any loss caused by the confiscation, destruction, or seizure of property by any government or public entity or their authorized representative.

4. Computer Error

We do not cover any loss resulting from an error in computer programming or error in instructions to a computer.

5. Business Or Professional Services

We do not cover any loss arising out of a business or professional service engaged in by you or a family member.

## 6. Property Damage, Bodily Injury, or Personal Injury.

We do not cover any bodily injury, property damage, or personal injury.

## 7. Financial Guarantees

We do not cover any guarantee of the financial performance of any financial instrument or investment vehicle.

## 8. Indirect Loss

We do not cover any loss that is an indirect result of any fraud guard event including but not limited to:

- a) Your or a family member's inability to realize income that you would have realized had there been no loss or damage to money, securities, or other property;
- b) Payment of damages of any type for which you or a family member are legally liable; or
- c) Payment of costs, fees or other expenses you or a family member incur in establishing either the existence or the amount of loss under this endorsement other than those set forth under this endorsement.

# 9. Legal Expenses

Expenses related to any legal action, except as set forth in this endorsement related to a stolen identity event.

#### 10. Games of Chance

Any loss resulting from any game of chance.

## 11. Forgeries

Any forgary that is electronic, digital, or mechanical.

## 12. Service Disputes

Any loss arising out of any dispute or disagreement concerning the quality of goods or services unless the loss arises out of fraud, embezzlement, or forgery.

#### 13. Not-for-Profit Organizations

Any loss arising out of the giving of any contribution, donation, restricted gift, or payment of any kind to any not-for-profit organization.

## 14. Investment Loss Due to Corporate Fraud

We do not cover any loss due to the change in value of securities issued by a business where loss results directly or indirectly from or alleges or involves in any manner whatsoever, fraud, embezzlement or forgery by the business including but not limited to its Directors or Officers, which issued the securities.

It is agreed and understood that PART IV - CONDITIONS has been amended to include the following:

## A. Your or a Family Member's Duties After a Fraud Safeguard Event

In the event of a Fraud Safeguard Event or loss you or a family member must:

- 1. Notify the police if a law may have been broken;
- 2. Provide us with a police report or a report that was submitted to the appropriate civil authorities;
- 3. Give us prompt notice of the loss;
- 4. Take action to avoid future loss, including securing any residence, safeguarding your or a family member's assets and ending your or a family member's business relationship with any one responsible for a Fraud Safeguard Event;

- 5. As soon as possible, give us a description of how, when, and where the loss occurred and a description of the loss, including a description of money, securities, and other property;
- 6. If requested, permit us to question you and family members under oath at such times as may be reasonably required, about any matter relating to this insurance or your or a family member's claim, including inspection of your or a family member's books and records. In such event, your or a family member's statement containing your or a family member's answers will be signed;
- 7. Send us a signed, sworn proof of loss or affidavit containing the information we request to investigate the claim. You or a family member will do this within thirty (30) days after our request. We will supply you or a family member with the necessary forms;
- 8. In the event of a credit card loss, in addition to all of the above, you or a family member will notify the credit card service company or the issuing bank immediately, but in no event no later than two (2) business days after discovery;
- Upon discovery of an event of a loss involving an electronic fund transfer, in addition to all of the above, you or a family member will notify the service providers and financial institutions involved in the transfer immediately, but in no event no later than two (2) business days after discovery;
- 10. You or a family member must cooperate with us in investigating, evaluating and settling a claim and help us:
  - a) Enforce any legal rights you, a family member or we may have against anyone who may be liable to you or a family member;
  - b) Attend depositions, hearings and trials; and
  - c) Secure and give evidence, and obtain the attendance of witnesses; and
- We reserve the right to request any other reasonable document or action of you or a family member.

## B. Valuation

## 1. Securities

In the event of a loss of securities, we may elect to pay you or a family member the cost of replacing such securities, determined by the market value at the time of such settlement. We will not be liable for more than the actual cash value of the securities at the close of business on the business day preceding the day on which the loss was discovered. If our payment is not sufficient to indemnify you or a family member in full for the loss of securities, our liability is limited to the replacement of or the payment for such securities whichever is less, but in no event will the payment be more than the applicable Limit of Insurance.

## 2. Foreign Currency

In the event of a loss of foreign currency, we will be liable for the United States dollar equivalent at the exchange rate published in the Wall Street Journal on the day of the discovery of the loss.

# 3. Other Property

In event of loss of other property, we will not be liable for more than the actual cash value of the other property on the date of the discovery of the loss, or for more than the actual cost of repairing or of replacing such property with property or material of like quality and value.

# Household SafeGuard SM (Stalking Excluded)

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

The following additional coverage is added to the AIG Private Client Group Homeowners policy.

#### A. Insuring Agreement

We will indemnify you for expenses you incur solely and directly as a result of an insured event anywhere in the world except those countries where a Travel Warning has been issued by the United States State Department at the time of loss. We will also pay a death and dismemberment benefit if injury to an injured party results within 365 days of the date of the insured event that caused the injury.

## B. Payment of a Loss

#### Expenses

We will indemnify you for expenses you incur up to the coverage limits shown below. The most we will indemnify under this endorsement for all expenses arising from one insured event occurrence is \$250,000 regardless of how many policies, people or types of insured events are involved in the insured event occurrence. Coverage provided under this endorsement does not increase any limit of liability under PART II - PROPERTY or PART III - LIABILITY.

Expense means the reasonable and necessary costs of the following for:

- 1. The reasonable and necessary fees and expenses costs you incur up to 12 months following an insured event for the following:
  - a) A professional independent forensic analyst;
  - b) A professional public relations consultant;
  - c) A qualified interpreter;
  - d) An independent professional security consultant; or
  - e) An independent professional negotiator.

We will pay up to \$100,000 in total for each insured event occurrence.

2. Medical expenses incurred within 12 months by you, your spouse or a family member as a direct result of an insured event (or guest in the event of a home invasion).

We will pay up to \$50,000 for each person, up to a maximum of \$100,000 for each insured event occurrence;

3. Travel, accommodation, and meals incurred by you, your spouse or a family member including but not limited to travel costs while attempting to resolve an event; in the event of a kidnapping or child abduction, the costs to rejoin immediate family upon release; the costs to evacuate following an event; and in the event of a home invasion, the costs to temporarily relocate expense your household.

We will pay up to \$25,000 in total for each insured event occurrence;

4. Rest and rehabilitation expenses including travel, accommodations, meals and recreation of you, your spouse or family member as prescribed by a psychiatrist, physician or other authorized mental health professional (other than you or a family member) when incurred within 12 months of the insured event. We will pay up to \$25,000 in total for each insured event occurrence;

5. The increased costs of security due to an **insured event** including but not limited to the hiring of additional security guards, hiring of armored vehicles and overtime paid to existing security staff for a period of 90 days.

We will pay up to \$25,000 in total for each insured event occurrence. In addition, with our prior approval, we will pay up to \$5,000 to improve the security of your residence, your motor vehicle or your watercraft to prevent a future insured event;

6. Lost salary of you, your spouse or a family member during the first 60 days following an insured event occurrence.

We will pay up to \$15,000 each person up to a maximum of \$30,000 in total for each insured event occurrence. No coverage is provided if immediately prior to the insured event the person was receiving disability, unemployment compensation or was on personal or medical leave:

- 7. The amount paid as a reward by you or us to an informant for information:
  - a) relevant to the resolution of an insured event;
  - b) which leads to the recovery of a covered child or victim; or
  - c) The arrest and conviction of parties responsible for the loss covered under this insurance.

We will pay up to \$50,000 in total for each insured event occurrence; and

8. Any other reasonable and necessary expenses incurred by you with our prior written consent.

Death and Dismemberment Benefit Amount

If injury to an injured party results, within 365 days of the date of the insured event that caused the injury, we will pay the injured party benefit shown for the injury up to a maximum of \$250,000. If more than one injury is sustained by an injured party as a result of an insured event, we will pay the lesser of the actual amount of loss; or the sum of the limits of insurance applicable to the injury.

Description of Loss: Both hands Both feet	<u>Injured Party Benefit</u> \$250,000 \$250,000
Sight of both eyes	\$250,000
Sight of one eye	\$125,000
One hand	\$125,000
One foot	\$125,000
Speech	\$125,000
Hearing in both ears	\$125,000
Speech and hearing in both ears	\$250,000
Hearing in one ear	\$62,500
Thumb and index finger of same hand	\$62,500
Mutilation	\$62,500
Life	\$250,000
Quadriplegia	\$250,000
Paraplegia	\$125,000
Hemiplegia	\$62,500

#### C. Definitions

As respect the coverage afforded by this endorsement, the following definitions apply:

- 1. Car jacking means the unlawful forced removal or detention of you, your spouse, or a family member operating or occupying any motorized land vehicle during the theft or attempted theft of that vehicle. A relative is covered if operating the vehicle with your permission.
- Child abduction means the wrongful and illegal seizure, false imprisonment of a covered child
  by someone other than a parent or legal guardian, or an agent of either, without a demand for
  ransom monies during the Policy Period.
- Covered child means your, your spouse's, a family member's or a covered relative's child under the age of 13 in the care of you, your spouse or a family member.
- 4. Death and Dismemberment means your death or permanent total physical disablement or that of your spouse, family member or covered relative including but not limited to paralysis or loss, or loss of use of any body part which occurred during an insured event.
- 5. Family member means a person related to you or your spouse by blood, marriage or adoption that lives in your household including a ward or foster child.
- 6. Guest means any person invited by you, your spouse or family member to your residence or to travel in a motor vehicle or watercraft owned by you, your spouse or a family member.
- 7. Hemiplegia means the complete and irreversible paralysis of the upper and lower limbs on the same side of the body.
- 8. Hijack means the holding under duress for any reason other than kidnap of you, your spouse or a family member while traveling in an aircraft, watercraft, or motor vehicle.
- 9. Home invasion means an unlawful act of violence or threat of violence to you, your spouse, a family member, a residence employee or your guest by a person who unlawfully entered your residence, temporary residence, or your watercraft while you, your spouse, a family member, a residence employee or your guest are present.
- Informant means a person, other than you, your spouse, a family member, or covered relative
  providing information not otherwise obtainable, solely in return for a reward offered by you or
  us.
- 11. Injured party means you, your spouse, a family member or covered relative who suffers death and dismemberment loss following an insured event.
- Injury means an injury to the body of you, your spouse or family member which occurs as a result of an insured event occurrence.
- Insured event means any of the following: kidnapping, child abduction, home invasion, car jacking, hijacking, violent threat.
- 14. Insured event occurrence means an insured event, or a series of related insured events.
- 15. **Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or by fraud of you, your spouse, a family member or covered relative (except a minor child by his/her parent(s)) for the purpose of demanding money or other consideration in exchange for their release.
- 16. Loss of a hand means complete severance through or above the wrist
- Loss of hearing in an ear means total and irrevocable loss of the entire ability to hear in that ear;
- 18. Loss of foot means complete severance through or above the ankle joint;
- 19. Loss of life means lack of communication from the victim for 24 months following the insured event occurrence as determined by a medical examiner or similar medical authority;

- 20. Loss of sight of an eye means total and irrevocable loss of the entire sight in that eye;
- 21. Loss of speech means total and irrevocable loss of the entire ability to speak;
- 22. Loss of thumb or index finger means complete severance through or above the metacarpophalangeal joint of both digits;
- 23. Medical Expenses means reasonable charges for medical, psychiatric, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance and funeral services.
- 24. Mutilation means the full or partial severance, or total and irrevocable loss of use of a finger, toe, ear, nose or genitalia.
- 25. Paraplegia means the complete and irreversible paralysis of both lower limbs.
- Parent means the natural and legal parents, step-parent, legal guardian or foster parents of your child.
- 27. Permanent Total Disability means any mental or physical condition which necessarily and continuously disables an injured party from attending to every aspect of their normal business or occupation for a period of 1 year and at the end of such period of time is certified by two qualified medical practitioners approved by us as being beyond hope of improvement. If the injured party has no business occupation prior to the insured event, the disablement must confine him or her from attending to their normal duties.
- 28. Physician means a licensed practitioner of the healing arts acting within the scope of his or her license who is not the covered person or an immediate family member.
- Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs.
- 30. Relative means a spouse, child, step-child, legally adopted child, foster child, spouse of a married child, grandchild, brother, sister, parent, adoptive parent, step-parent, grandparent, brother-in-law, sister-in-law, parent-in-law and grandparent-in-law.
- 31. Violent threat means the expression of an intention to inflict pain, injury, or punishment with the indication of impending danger or harm against you, your spouse or family member.

## D. Exclusions

We will not be liable for loss caused by or resulting either directly or indirectly from;

- 1 Fraud
  - The fraudulent, dishonest or criminal acts of you, your spouse or family member, or agent thereof, whether acting alone or in collusion with others.
- Acts of certain individuals
  - We do not cover any loss or expense caused by you, your spouse or family member, a covered relative, an estranged spouse or former spouse of any of them, or any agent thereof, whether acting alone or in collusion with others.
- 3. Children in your care
  - We do not cover child abduction expenses or death and dismemberment loss for children in the care of you, your spouse or a family member when you, your spouse or a family member is a day care provider providing service for the care of children.
- 4 Ransom monies
  We do not cover ransom monies.

#### 5. Acts of war

We do not cover any loss caused directly or indirectly by war, including the following and any consequence of the following:

- a) Undeclared war, civil war, insurrection, rebellion, or revolution; or
- b) Warlike acts by a military force or military personnel.

## 6. Vehicles used for a fee

We do not cover loss arising out of the ownership or operation of a vehicle while it is being used to carry people or property for a fee.

#### 7. Legal Counsel

We do not cover legal liability, cost of legal counsel or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the insured event occurrence.

# 8. Childbirth or miscarriage

We do not cover death and dismemberment loss caused by childbirth or miscarriage.

# 9. Suicide or Intentional Dismemberment

We do not cover death and dismemberment loss caused by the injured party's suicide, attempted suicide or dismemberment that is intentionally self-inflicted.

## E. Additional Coverage:

Home Alteration and Vehicle Modification Benefit

If you, your spouse or family member suffers a dismemberment or paralysis for which a benefit is payable under this endorsement we will pay the home alteration and vehicle modification expenses that are incurred within one year after the insured event causing the injury.

We will pay up to \$25,000 for the following one-time expenses:

- Alterations to your residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person;
- b) Modification to a motor vehicle owned or leased by you or modifications to a motor vehicle newly purchased by you that are necessary to make the vehicle accessible to and/or drivable by you, your spouse or a family member.

## The modifications must be:

- a) Made on behalf of you, your spouse or a family member;
- b) Recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
- c) Carried out by individuals experienced in such alterations and modifications; and
- d) In compliance with any applicable laws or requirements for approval by the appropriate government authorities.

## F. Conditions

In addition to the Conditions found in PART IV- CONDITIONS of the policy to which this coverage attaches. The following conditions apply:

Your duties after a loss:

In the event of an insured event, the covered person will make every reasonable effort to:

1. Immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter;

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- 2. Immediately notify us or your agent and provide timely updates concurrent with activity occurring during the insured event; and
- 3. Where required, submit to physical examinations by physicians or evaluations by psychiatrists that we select or cooperate with our request for an autopsy (unless prohibited by law).

# Homeowners Amendatory Endorsement Massachusetts

The following language is added to your policy:

- 1. In case of fire notify the company or its local agent at once in writing; and
- 2. Massachusetts Standard Policy

Part II - PROPERTY, Payment of a Loss is amended to include the following:

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within thirty (30) Days after we receive your proof of loss.

Part II - PROPERTY, Section C. Additional Coverages, Ensuing Fungi or Bacteria deleted and replaced by the following:

Ensuing Fungi or Bacteria

We will pay up to \$10,000 in total for a loss caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims-made. We will not make any additional payments for Ensuing Fungi or Bacteria under any other Additional Coverage.

These payments do not increase the amount of coverage.

Part IV - CONDITIONS, Your Duties After a Loss, is amended to include the following:

If the loss payable under the policy equals or exceeds \$5,000, you are required to submit to us a certificate of municipal liens from the collector of taxes of the city or town where your property is located before we pay any claim for loss or damage to property, other than owner-occupied one, two, three, or four family dwellings, from any hazard.

Part IV - CONDITIONS, Legal Action Against Us is deleted and replaced with the following:

Legal Action Against Us

No action shall be brought against us unless the insured person has complied with this policy's provisions, nor until final judgment or agreement has set the amount of the insured person's legal obligation to us. You also agree to bring any action against us within two (2) years after the date loss or damage occurs, but not until thirty (30) days after proof of loss has been filed and the amount of the loss has been determined. No one has the right to join us in any action against any insured person. However, if a court prevents the start or continuance of the action, but at a later date allows the action to resume, it must be resumed within one (1) year of the court order. If a disagreement about the amount of loss has been referred to a board of referees within two (2) years of the date of loss, any action against us must be started within ninety (90) days after the board's decision.

Part IV - CONDITIONS, Appraisals is deleted and replaced with the following:

#### Appraisals

If you and we fail to agree on the amount of loss, we shall, upon receipt of your written request to do so, refer this matter to a three member board of referees. They are selected and must act according to the procedures set by the law. Their decision will be binding. This board does not make decisions about matters of coverage or fault.

Part IV - CONDITIONS, Mortgage Clause is amended as follows:

#### Mortgage Clause

The sentence "If your policy is cancelled or not renewed by us, the mortgagee will be notified in writing at least ten (10) days before the cancellation or nonrenewal takes effect" is deleted and replaced by the following:

If we decide to cancel or not to renew this policy, the mortgagee shown on the Declarations Page will be notified:

- a. At least twenty (20) days before the date cancellation takes effect; or
- b. At least ten (10) days before the date nonrenewal takes effect.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice.

Part IV - CONDITIONS, Our Cancellation is deleted and replaced as follows:

#### Our Cancellation

We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice may be delivered to you or mailed, by first class mail, to the mailing address shown on the Declarations Page or to your last address known to us. A United States Postal Service certificate of mailing showing your name and that address will be sufficient proof of notice. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded *pro rata*. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it when ascertained.

- 1. When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by letting you know at least ten (10) days before the date cancellation takes effect.
- 2. When this policy has been in effect for less than sixty (60) days we may cancel for any reason, other than nonpayment of premium, by letting you know at least five (5) days before the date cancellation takes effect.
- 3. When this policy has been in effect sixty (60) or more, or after sixty (60) days from any anniversary date, we may cancel for one or more of the following by letting you know five (5) days before the date cancellation takes effect:
  - a. Conviction of an act which increases the chances of loss under this policy;
  - b. Discovery of fraud or material misrepresentation by the insured person in obtaining this policy;
  - Discovery of willful or reckless acts or omissions by the insured person increasing the hazard insured against;
  - d. Physical changes in the property insured, which result in the property becoming uninsurable; or
  - e. A determination by the commissioner that continuation of the policy will violate or place the insurer in violation of the law.

Where the stated reason is nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment at any time prior to the effective date of cancellation.

Part IV - CONDITIONS, Nonrenewal is deleted and replaced as follows:

## Nonrenewal

If we elect not to renew this policy, we shall mail to you at the last address known to us written notice of

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non-renewal not less than forty-five (45) days before the end of the Policy Period as stated on the Declarations Page.

Regardless, this policy will terminate at the end of the Policy Period stated on the Declarations Page if you have failed to discharge when due any of your obligations in connection with the payment of premium for the renewal of this policy, or if you have notified us or our agent that you do not wish this policy to be renewed. Proof of mailing of notice mentioned above shall be sufficient proof of notice.

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.

Part IV - CONDITIONS is amended to include the following items:

City or Town Liens

We are required by Massachusetts law to notify the local inspector of buildings or Board of Health at least ten (10) days before we make a payment of \$1,000 or more for loss to a building or structure and give notice if there is damage which makes a building a health or safety hazard or dangerous or unsafe for occupancy regardless of the amount of our payment. Prior to the loss payment, if we receive official notice of a pending or existing lien against your premises, we must delay payment until the matter is settled. If we are required to pay all or part of the amount of the lien, we will not be liable to pay the amount to you.

#### Vacancy

Unless otherwise provided in writing, we shall not be liable for loss caused by fire or lightning occurring while a described building is vacant, whether intended for occupancy by owner or tenant, beyond a period of sixty (60) consecutive days for residential purposes of three units or less and thirty (30) consecutive days for other residential purposes.

All other provisions of this policy apply.

Includes copyrighted material of Insurance Services Office Inc. with its permission.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$1,287,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your **residence** is uninhabitable. Payment will continue for the shortest period of time necessary to restore your **residence** to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$771,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing fungi or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$567,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$ 274,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your **residence** is uninhabitable. Payment will continue for the shortest period of time necessary to restore your **residence** to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$50,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$ 197,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

It is agreed and understood that:

PART II - PROPERTY C. Additional Coverages Ensuing Fungi or Bacteria, is deleted and replaced with the following:

Ensuing Fungi or Bacteria

We will pay up to \$535,000 in total for loss to your house, contents and other permanent structures caused by fungi or bacteria resulting from a covered loss, including:

- a. The cost to remove, clean-up, remediate, contain, treat, detoxify, neutralize, fungi or bacteria;
- b. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the fungi or bacteria;
- c. The cost of testing or monitoring of air or property to confirm the absence, presence or level of fungi or bacteria performed before, during and after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of fungi or bacteria; and
- d. Up to \$5,000 for the reasonable increase in living expenses incurred by you to maintain your household's usual standard of living if your residence is uninhabitable. Payment will continue for the shortest period of time necessary to restore your residence to a habitable condition.

This is the most we will pay regardless of the number of occurrences, the number of locations insured, or the number of claims made. We will not make any additional payments for ensuing **fungi** or bacteria under any other Additional Coverage.

# IMPORTANT NOTICE REGARDING YOUR HOMEOWNERS POLICY MASSACHUSETTS LIQUID FUEL SPILL REMEDIATION

Massachusetts law now requires insurance companies to offer \$50,000 in first party property coverage for leaks from heating systems that use oil. This coverage is being offered as an endorsement for an additional premium of \$46; subject to a \$1,000 deductible.

Although it is mandatory for insurance companies to offer this coverage, the coverage is an optional purchase for policyholders. Verification of eligibility must be received by us in writing prior to adding this endorsement. In order to be eligible, the insured's oil heating systems must be in compliance with the law. If the residence is heated with oil, one of the following must be applicable to the heating system:

- An oil safety valve has been installed.
- A protective sleeve has been installed on the oil supply line.
- The oil burner is located above the oil storage tank and the entire oil supply line is connected to and above the top of the tank.

If you are interested in purchasing this coverage, your agent or broker can facilitate this purchase on your behalf. For further information, please contact your agent or broker.

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by the endorsement.

As respects the following location:

PART II - PROPERTY, C. Additional Coverages is amended to include:

# Tenants Relocation Expense

This coverage is required by Massachusetts law. This policy provides relocation expense benefits as follows:

When a **rented living quarters** in a building covered by this policy is made uninhabitable as a result of a loss by fire, this policy covers **relocation expense** incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time. The liability for **relocation expense** under this policy is limited to not more than \$750 for a **rented living quarters**. Your deductible does not apply to this coverage.

Relocation expense means documented, reasonable and necessary:

- (1) Costs of packing, insuring, storing and carting household goods;
- (2) Costs of securing new utility services less refunds from discontinued services at the damaged premises;
- (3) Costs of searching for other quarters;
- (4) Costs of disconnecting and reconnecting household appliances;
- (5) Additional living expenses while searching for or awaiting possession of other quarters or the restoration of existing quarters;

commencing with the date of damage to the covered building and not limited by the expiration date of this policy.

## Relocation expense does not mean:

- (1) Loss caused by the termination of a lease or other agreement;
- (2) Security deposits or other payments made to the landlord or lessor of other quarters;
- (3) Down payments, legal fees and closing costs incidental to the purchase of other quarters.

## Other Insurance

- a. If at the time of loss, the tenant or lawful occupant has other insurance that covers relocation expense, we shall not be liable for any loss under this coverage until the liability of such other insurance has been exhausted.
- b. If you have other insurance that covers relocation expense, payment under this policy will be prorated with such insurance for the smaller of the incurred relocation expense or \$750 all after application of the other insurance of the tenant or lawful occupant.

#### Loss Settlement

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by the endorsement.

As respects the following location:

PART II - PROPERTY, C. Additional Coverages is amended to include:

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When a **rented living quarters** in a building covered by this policy is made uninhabitable as a result of a loss by fire, this policy covers **relocation expense** incurred by the tenant or lawful occupant to relocate to other living quarters in the shortest possible time. The liability for **relocation expense** under this policy is limited to not more than \$750 for a **rented living quarters**. Your deductible does not apply to this coverage.

Relocation expense means documented, reasonable and necessary:

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## Loss Settlement